

# Exhibit 1

**INDEX OF ALL DOCUMENTS FILED IN STATE COURT ACTION,  
DALLAS COUNTY**

- Exhibit 1-A:** Docket Sheet
- Exhibit 1-B:** October 25, 2024 – Plaintiff’s Original Petition with Exhibits
- Exhibit 1-C:** October 25, 2024 – Civil Cover Sheet
- Exhibit 1-D:** October 31, 2024 – Citation to Capital One Financial Corporation
- Exhibit 1-E:** October 31, 2024 – Citation to Capital One, National Association
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- Exhibit 1-J:** November 7, 2024 – Plaintiff’s Durable Power of Attorney
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# **Exhibit 1-A**

Case Information

DC-24-18868 | ROBERT ALLEN BAUTISTA vs. CAPITAL ONE FINANCIAL CORPORATION, et al

Case Number	Court	Judicial Officer
DC-24-18868	160th District Court	REDMOND, AIESHA
File Date	Case Type	Case Status
10/25/2024	CNTR CNSMR COM DEBT	OPEN

Party

PLAINTIFF	Active Attorneys ▼
BAUTISTA, ROBERT ALLEN	Pro Se
DEFENDANT	Active Attorneys ▼
CAPITAL ONE FINANCIAL CORPORATION	Lead Attorney HERROLD, DAVID HENRY Retained
DEFENDANT	Active Attorneys ▼
CAPITAL ONE, NATIONAL ASSICIATION	Lead Attorney HERROLD, DAVID HENRY Retained
DEFENDANT	Active Attorneys ▼
CAPITAL ONE SERVICE, LLC	Lead Attorney HERROLD, DAVID HENRY Retained

## Events and Hearings

10/25/2024 NEW CASE FILED (OCA) - CIVIL

10/25/2024 ORIGINAL PETITION ▼

ORIGINAL PETITION

10/25/2024 CASE FILING COVER SHEET ▼

CASE FILING COVER SHEET

10/29/2024 ISSUE CITATION ▼

ISSUE CITATION - CAPITAL ONE FINANCIAL CORPORATION

ISSUE CITATION - CAPITAL ONE, NATIONAL ASSOCIATION

ISSUE CITATION - CAPITAL ONE SERVICE, LLC

10/31/2024 CITATION ▼

Served

11/01/2024

Anticipated Server

ESERVE

Anticipated Method

Actual Server

OUT OF STATE

Returned

11/05/2024

Comment

CAPITAL ONE FINANCIAL CORPORATION

10/31/2024 CITATION ▼

Served

11/01/2024

Anticipated Server

ESERVE

Anticipated Method

Actual Server

**OUT OF STATE**

Returned

**11/05/2024**

Comment

**CAPITAL ONE, NATIONAL ASSOCIATION**

10/31/2024 CITATION ▼

Served

**11/01/2024**

Anticipated Server

**ESERVE**

Anticipated Method

Actual Server

**OUT OF STATE**

Returned

**11/05/2024**

Comment

**CAPITAL ONE SERVICE, LLC**

11/05/2024 RETURN OF SERVICE ▼

EXECUTED CITATION - CAPITAL ONE SERVICE, LLC

Comment

**EXECUTED CITATION - CAPITAL ONE SERVICE, LLC**

11/05/2024 RETURN OF SERVICE ▼

EXECUTED CITATION - CAPITAL ONE, NATIONAL ASSOCIATION

Comment

**EXECUTED CITATION - CAPITAL ONE, NATIONAL ASSOCIATION**

11/05/2024 RETURN OF SERVICE ▼

EXECUTED CITATION - CAPITAL ONE FINANCIAL CORPORATION

Comment

**EXECUTED CITATION - CAPITAL ONE FINANCIAL CORPORATION**

11/07/2024 MISCELLANEOUS EVENT ▼

DURABLE POWER OF ATTORNEY

Comment

**DURABLE POWER OF ATTORNEY**

11/20/2024 PROPOSED ORDER/JUDGMENT ▼

PROPOSED DEFAULT JUDGMENT	
Comment	PROPOSED DEFAULT JUDGMENT
11/22/2024 ORIGINAL ANSWER - GENERAL DENIAL ▼	
DEFENDANT CAPITAL ONE, N.A.'S ANSWER	
11/25/2024 MOTION - COMPEL ▼	
MOTION - COMPEL	
11/25/2024 RESPONSE ▼	
TO DEFENDANT CAPITAL ONE, ET AL'S ANSWER	
Comment	TO DEFENDANT CAPITAL ONE, ET AL'S ANSWER
12/31/2024 DISMISSAL FOR WANT OF PROSECUTION ▼	
160th Dismissal	
Judicial Officer	
REDMOND, AIESHA	
Hearing Time	
3:00 PM	

Financial

BAUTISTA, ROBERT ALLEN				
Total Financial Assessment				\$374.00
Total Payments and Credits				\$374.00
10/25/2024	Transaction Assessment			\$350.00
10/25/2024	PAYMENT (CASE FEES)	Receipt # 74783-2024-DCLK	BAUTISTA, ROBERT ALLEN	(\$350.00)
10/29/2024	Transaction Assessment			\$24.00

## Documents

ORIGINAL PETITION  
CASE FILING COVER SHEET  
ISSUE CITATION - CAPITAL ONE FINANCIAL CORPORATION  
ISSUE CITATION - CAPITAL ONE, NATIONAL ASSOCIATION  
ISSUE CITATION - CAPITAL ONE SERVICE, LLC  
EXECUTED CITATION - CAPITAL ONE SERVICE, LLC  
EXECUTED CITATION - CAPITAL ONE, NATIONAL ASSOCIATION  
EXECUTED CITATION - CAPITAL ONE FINANCIAL CORPORATION  
DURABLE POWER OF ATTORNEY  
160th Dismissal  
PROPOSED DEFAULT JUDGMENT  
DEFENDANT CAPITAL ONE, N.A.'S ANSWER  
MOTION - COMPEL  
TO DEFENDANT CAPITAL ONE, ET AL'S ANSWER

# **Exhibit 1-B**

DC-24-18868

## IN THE DISTRICT COURT OF DALLAS COUNTY, TEXAS

ROBERT ALLEN BAUTISTA\*/ATTORNEY-IN-FACT

PO BOX 131385

DALLAS, TX 75313-1385

RBRTBTST16@GMAIL.COM

702-501-9639

Plaintiff,

v.

CAPITAL ONE FINANCIAL CORPORATION 878185453

CAPITAL ONE, NATIONAL ASSOCIATION 006947543

CAPITAL ONE SERVICES, LLC 837630326

1680 Capital One Dr.

McLean, VA 22102-3407

703-720-1000 / 800-655-2265

Defendants.

CIVIL ACTION NO. [\_\_\_\_\_]

PETITION FOR FAIR ACCESS TO FINANCIAL SERVICES, SECURITIES FRAUD, AND  
MISREPRESENTATION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff ROBERT ALLEN BAUTISTA\*/ATTORNEY-IN-FACT, and files this Petition against Defendants Capital One Financial Corporation, Capital One, National Association, and Capital One Services, LLC, and in support thereof, would respectfully show the Court the following:

## I. PARTIES

1. Plaintiff: ROBERT ALLEN BAUTISTA\*/ATTORNEY-IN-FACT, a man domiciling in Dallas County, Texas.
2. Defendants:
  - Capital One Financial Corporation, a corporation with its principal place of business at 1680 Capital One Dr., McLean, VA 22102-3407.
  - Capital One, National Association, a national banking association with its principal place of business at 1680 Capital One Dr., McLean, VA 22102-3407.
  - Capital One Services, LLC, a limited liability company with its principal place of business at 1680 Capital One Dr., McLean, VA 22102-3407.

## II. JURISDICTION AND VENUE

**FILED**  
2024 OCT 25 PM 1:42  
FELICIA PITRE  
DISTRICT CLERK  
DALLAS CO., TEXAS  
**Belinda Hernandez**  
**H-160th**



3. This Court has jurisdiction over this matter pursuant to Tex. Gov't Code § 24.007 as it involves a civil action for the protection of statutory rights.
4. Venue is proper in Dallas County, Texas, as the events giving rise to this claim occurred in this jurisdiction.

### **III. FACTUAL BACKGROUND**

5. Plaintiff applied for financial services from Defendants and was subjected to discriminatory evaluation criteria based on ambiguous undisclosed reasons.
6. Defendants' evaluation process relied on subjective factors rather than objective creditworthiness metrics.
7. Plaintiff was denied a loan without a clear, written explanation, violating the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq.
8. Defendants provided misleading information regarding the terms and risks associated with financial products, constituting securities fraud.
9. Plaintiff's credit report was inaccurately assessed under the Fair and Accurate Credit Transactions Act (FACTA), 15 U.S.C. § 1681c.
10. Misrepresentations made by Defendants regarding the safety of negotiable instruments further exacerbated financial harm.
11. Defendants' practices created a situation resembling peonage, coercing Plaintiff into unfavorable agreements under threat of financial exclusion.

### **IV. LEGAL FRAMEWORK**

12. Defendants' actions violate several statutes, including:
  - Equal Credit Opportunity Act (ECOA), 15 U.S.C. § 1691 et seq. - Prohibiting discrimination in credit transactions.
  - Fair Housing Act (FHA), 42 U.S.C. § 3601 et seq. - Prohibiting discriminatory lending practices.
  - Texas Fair Lending Act, Texas Finance Code § 343.001 - Mandating fair access to credit.
  - FCRA, 15 U.S.C. § 1681 et seq. - Governing accurate reporting and disclosures.
  - FACTA, 15 U.S.C. § 1681c - Protecting consumer rights regarding credit information.
  - Texas Securities Act, Tex. Rev. Civ. Stat. Ann. art. 581-1 et seq. - Prohibiting fraudulent practices in the sale of securities.
  - Securities Exchange Act of 1934, 15 U.S.C. § 78j(b) - Prohibiting fraud in the purchase or sale of securities.
  - Texas Deceptive Trade Practices Act (DTPA), Texas Business and Commerce Code § 17.41 et seq. - Protecting consumers from misleading acts.

**V. CAUSE OF ACTION**

13. Defendants' actions constitute violations of federal and state statutes, leading to harm through discriminatory practices, securities fraud, and misrepresentation.

14. As a direct result, Plaintiff has suffered emotional distress, financial loss, and damage to creditworthiness.

**VI. PRAYER FOR RELIEF**

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that this Court grant the following relief:

1. A declaration that Defendants' practices are unlawful and violate federal and state laws.
2. An order requiring Defendants to implement fair, objective, and transparent criteria for evaluating applications for financial services.
3. Damages for emotional distress and financial losses incurred as a result of Defendants' actions.
4. Reasonable attorney's fees and costs of this action.
5. Any other relief the Court deems just and proper.

**VII. JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

DATED this 24<sup>th</sup> Day of October, 2024.

Respectfully submitted,

ROBERT ALLEN BAUTISTA®/ATTORNEY-IN-FACT

[Your Signature]

PO BOX 131385

DALLAS, TX 75313-1385

RBRTBTST16@GMAIL.COM

702-501-9639

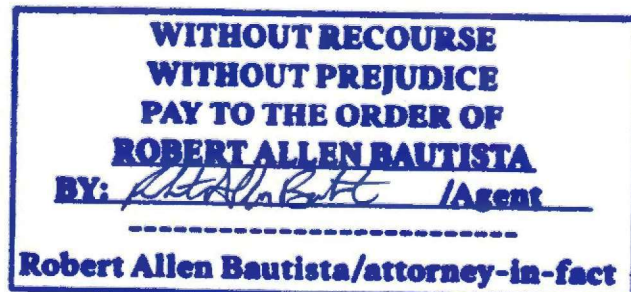
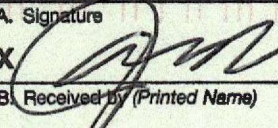



EXHIBIT A

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X </p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>CAPITAL GARE PO Box 60519 CITY OF INDUSTRY CA 91716-0519</p>  <p>9590 9402 8671 3310 9193 65</p>		<p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>SEP 24 2021</p>	
<p>2. Article Number (Transfer from service label)</p> <p>9589 0710 5270 1132 2919 05</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt





P.O. Box 30277  
Salt Lake City, UT 84130-0277

EXHIBIT B

October 15, 2024



ROBERT BAUTISTA  
PO BOX 131385  
DALLAS, TX 75313

000012936

Q303

Re: Account ending in 5679  
Creditor: Capital One N.A.

Dear ROBERT BAUTISTA,

We are closing this account because activity on this or another account is not consistent with our expectations for account usage and violates the Capital One Customer Agreement.

Please stop using this account immediately and destroy any cards and checks associated with it. Also, you should update any recurring payments you have set up using this account, such as gym memberships, subscriptions to online streaming services, etc.

You are still responsible for paying the full amount of any remaining account balance and you'll continue to receive billing statements until the balance reaches zero.

Sincerely,

Capital One

#### EQUAL CREDIT OPPORTUNITY ACT

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006.



P.O. Box 31293  
Salt Lake City, UT 84131-1293

EXHIBIT C

October 14, 2024



ROBERT BAUTISTA  
PO BOX 131385  
DALLAS, TX 75313

000002771

Q303

Re: Account ending in 5679  
Case Number: 240930203880777

Dear ROBERT BAUTISTA,

Thanks for contacting us about your Capital One® account. We appreciate the opportunity to address your inquiry regarding the validity of this account.

According to our records, We received your application by Internet on 06/22/2022 and your account was opened on 06/22/2022. The last charge billed to your account was on 09/20/2024 in the amount of \$9.00. Your last payment received on this account was on 09/11/2024 in the amount of \$120.45.

We have placed a disagreement code with a resolution of dispute on your credit file to the major credit reporting agencies.

The account was opened with a valid contract between you and Capital One.

For more information about credit bureau reporting, please see the Credit Bureau Frequently Asked Questions on our website, [www.capitalone.com/credit-cards/faq](http://www.capitalone.com/credit-cards/faq).

Sincerely,

Capital One Credit Bureau Resolutions

This letter is for informational purposes only and is not an attempt to collect a debt.

# **Exhibit 1-C**



STYLED ROBERT ALLEN BAUTISTA V. CAPITAL ONE

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet:		Names of parties in case:		Person or entity completing sheet is:
Name:	Email:	Plaintiff(s)/Petitioner(s):	<input type="checkbox"/> Attorney for Plaintiff/Petitioner <input checked="" type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____	
<u>ROBERT ALLEN BAUTISTA@ATTORNEY-IN-FACT</u>	<u>RBRTBT16@GMAIL.COM</u>	<u>ROBERT ALLEN BAUTISTA@AGENT</u>		
Address:	Telephone:	<u>ROBERT ALLEN BAUTISTA@ATTORNEY-IN-FACT</u>		
<u>PO BPX 131385</u>	<u>702-501-9639</u>			
City/State/Zip:	Fax:	Defendant(s)/Respondent(s):	Additional Parties in Child Support Case:	
<u>DALLAS TX 75313-1385</u>	<u>702-729-3010</u>	<u>CAPITAL ONE FINANCIAL CORPORATION 878185453</u>	Custodial Parent: _____	
Signature: <u>By: Robert Allen Bautista</u>		<u>CAPITAL ONE, NATIONAL ASSOCIATION 006947543</u>	Non-Custodial Parent: _____	
State Bar No: _____		<u>CAPITAL ONE SERVICES, LLC 837630326</u>	Presumed Father: _____	
<u>Without Recourse Without Prejudice</u>		[Attach additional page as necessary to list all parties]		
2. Indicate case type, or identify the most important issue in the case (select only 1):				
<b>Civil</b>			<b>Family Law</b>	
<b>Contract</b> <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input checked="" type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____  <b>Foreclosure</b> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	<b>Injury or Damage</b> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <b>Malpractice</b> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <b>Product Liability</b> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	<b>Real Property</b> <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____  <b>Related to Criminal Matters</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	<b>Marriage Relationship</b> <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <b>Divorce</b> <input type="checkbox"/> With Children <input type="checkbox"/> No Children  <b>Other Family Law</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	<b>Post-judgment Actions (non-Title IV-D)</b> <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other  <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order
<b>Employment</b> <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____			<b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____	
<b>Other Civil</b> <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____				
<b>Probate &amp; Mental Health</b>				
<b>Tax</b> <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	<b>Probate/Wills/Intestate Administration</b> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____			
3. Indicate procedure or remedy, if applicable (may select more than 1):				
<input type="checkbox"/> Appeal from Municipal or Justice Court <input checked="" type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input checked="" type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input checked="" type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover
4. Indicate damages sought (do not select if it is a family law case):				
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input checked="" type="checkbox"/> Over \$1,000,000				

# **Exhibit 1-D**



FORM NO. 353-3—CITATION  
THE STATE OF TEXAS

To: CAPITAL ONE FINANCIAL CORPORATION  
1680 CAPITAL ONE DR  
MCLEAN VA 22102-3407

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the **160th District Court** at 600 Commerce Street, Dallas, Texas 75202.

Said Plaintiff being **ROBERT ALLEN BAUTISTA**

Filed in said Court **25th day of October, 2024** against

**CAPITAL ONE FINANCIAL CORPORATION; CAPITAL ONE, NATIONAL ASSOCIATION; CAPITAL ONE SERVICE, LLC**

For Suit, said suit being numbered **DC-24-18868**, the nature of which demand is as follows:  
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.  
Given under my hand and the Seal of said Court at office **on this the 31st day of October, 2024**

ATTEST: FELICIA PITRE,  
Clerk of the District Courts of Dallas County, Texas

By , Deputy  
**HARPER REAM**



ESERVE  
CITATION

No.: DC-24-18868

ROBERT ALLEN BAUTISTA  
vs.  
CAPITAL ONE FINANCIAL CORPORATION, et al

ISSUED

on this the 31st day of October, 2024

FELICIA PITRE  
Clerk District Courts,  
Dallas County, Texas

By: HARPER REAM, Deputy

Attorney for Plaintiff  
**ROBERT ALLEN BAUTISTA**  
**PRO SE**

PO BOX 131385  
DALLAS TX 75313-1385  
702-501-9639

RBRBTST16@GMAIL.COM

**DALLAS COUNTY**  
**SERVICE FEES**  
**NOT PAID**

**OFFICER'S RETURN**

Cause No. DC-24-18868

Court No.: 160th District Court

Style: ROBERT ALLEN BAUTISTA

vs.

CAPITAL ONE FINANCIAL CORPORATION, et al

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M.

Executed at \_\_\_\_\_, within the County of \_\_\_\_\_ at \_\_\_\_\_

o'clock \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by delivering to the within named \_\_\_\_\_

\_\_\_\_\_

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which \_\_\_\_\_ witness my hand.

For serving Citation \$ \_\_\_\_\_  
For mileage \$ \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_  
For Notary \$ \_\_\_\_\_ By \_\_\_\_\_ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County \_\_\_\_\_

# **Exhibit 1-E**

FORM NO. 353-3—CITATION  
THE STATE OF TEXAS

To: CAPITAL ONE, NATIONAL ASSOCIATION  
1680 CAPITAL ONE DR  
MCLEAN VA 22102-3407

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the **160th District Court** at 600 Commerce Street, Dallas, Texas 75202.

Said Plaintiff being **ROBERT ALLEN BAUTISTA**

Filed in said Court **25th day of October, 2024** against

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WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.  
Given under my hand and the Seal of said Court at office **on this the 31st day of October, 2024**

ATTEST: FELICIA PITRE,  
Clerk of the District Courts of Dallas County, Texas

By , Deputy  
**HARPER REAM**



ESERVE  
CITATION

No.: DC-24-18868

ROBERT ALLEN BAUTISTA  
vs.  
CAPITAL ONE FINANCIAL CORPORATION, et al

ISSUED

on this the 31st day of October, 2024

FELICIA PITRE  
Clerk District Courts,  
Dallas County, Texas

By: HARPER REAM, Deputy

Attorney for Plaintiff  
**ROBERT ALLEN BAUTISTA**  
**PRO SE**

PO BOX 131385  
DALLAS TX 75313-1385  
702-501-9639  
RBRBTST16@GMAIL.COM

**DALLAS COUNTY**  
**SERVICE FEES**  
**NOT PAID**

**OFFICER'S RETURN**

Cause No. DC-24-18868

Court No.: 160th District Court

Style: ROBERT ALLEN BAUTISTA

vs.

CAPITAL ONE FINANCIAL CORPORATION, et al

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M.

Executed at \_\_\_\_\_, within the County of \_\_\_\_\_ at \_\_\_\_\_

o'clock \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by delivering to the within named \_\_\_\_\_

\_\_\_\_\_

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which \_\_\_\_\_ witness my hand.

For serving Citation \$ \_\_\_\_\_  
For mileage \$ \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_  
For Notary \$ \_\_\_\_\_ By \_\_\_\_\_ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County \_\_\_\_\_

# **Exhibit 1-F**



To: CAPITAL ONE SERVICE, LLC  
1680 CAPITAL ONE DR  
MCLEAN VA 22102-3407

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the **160th District Court** at 600 Commerce Street, Dallas, Texas 75202.

Said Plaintiff being **ROBERT ALLEN BAUTISTA**

Filed in said Court **25th day of October, 2024** against

**CAPITAL ONE FINANCIAL CORPORATION; CAPITAL ONE, NATIONAL ASSOCIATION; CAPITAL ONE SERVICE, LLC**

For Suit, said suit being numbered **DC-24-18868**, the nature of which demand is as follows:  
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.  
Given under my hand and the Seal of said Court at office **on this the 31st day of October, 2024**

ATTEST: FELICIA PITRE,  
Clerk of the District Courts of Dallas County, Texas

By , Deputy  
**HARPER REAM**



ESERVE  
CITATION

No.: DC-24-18868

ROBERT ALLEN BAUTISTA  
vs.  
CAPITAL ONE FINANCIAL CORPORATION, et al

ISSUED

on this the 31st day of October, 2024

FELICIA PITRE  
Clerk District Courts,  
Dallas County, Texas

By: HARPER REAM, Deputy

Attorney for Plaintiff  
**ROBERT ALLEN BAUTISTA**  
**PRO SE**

PO BOX 131385  
DALLAS TX 75313-1385  
702-501-9639  
RBRBTST16@GMAIL.COM

**DALLAS COUNTY**  
**SERVICE FEES**  
**NOT PAID**

**OFFICER'S RETURN**

Cause No. DC-24-18868

Court No.: 160th District Court

Style: ROBERT ALLEN BAUTISTA

vs.

CAPITAL ONE FINANCIAL CORPORATION, et al

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M.

Executed at \_\_\_\_\_, within the County of \_\_\_\_\_ at \_\_\_\_\_

o'clock \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by delivering to the within named \_\_\_\_\_

\_\_\_\_\_

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which \_\_\_\_\_ witness my hand.

For serving Citation \$ \_\_\_\_\_  
For mileage \$ \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_  
For Notary \$ \_\_\_\_\_ By \_\_\_\_\_ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County \_\_\_\_\_



# **Exhibit 1-G**

To: CAPITAL ONE SERVICE, LLC  
1680 CAPITAL ONE DR  
MCLEAN VA 22102-3407

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the 160th District Court at 600 Commerce Street, Dallas, Texas 75202.

Said Plaintiff being ROBERT ALLEN BAUTISTA

Filed in said Court 25th day of October, 2024 against

CAPITAL ONE FINANCIAL CORPORATION; CAPITAL ONE, NATIONAL ASSOCIATION; CAPITAL ONE SERVICE, LLC

For Suit, said suit being numbered DC-24-18868, the nature of which demand is as follows:  
Suit on CNTR CNSMR COM DEBT etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.  
Given under my hand and the Seal of said Court at office on this the 31st day of October, 2024

ATTEST: FELICIA PITRE,  
Clerk of the District Courts of Dallas County, Texas

By Harper Ream, Deputy  
HARPER REAM



FILED  
2024 NOV -5 PM 1:00  
FELICIA PITRE  
DISTRICT CLERK  
DALLAS COUNTY, TEXAS

ESERVE  
CITATION

No.: DC-24-18868

ROBERT ALLEN BAUTISTA  
vs.  
CAPITAL ONE FINANCIAL CORPORATION, et al

ISSUED

on this the 31st day of October, 2024

FELICIA PITRE  
Clerk District Courts,  
Dallas County, Texas

By: HARPER REAM, Deputy

Attorney for Plaintiff  
ROBERT ALLEN BAUTISTA  
PRO SE

PO BOX 131385  
DALLAS TX 75313-1385  
702-501-9639  
RBRBTST16@GMAIL.COM  
DALLAS COUNTY  
SERVICE FEES  
NOT PAID

OFFICER'S RETURN

Cause No. DC-24-18868

Court No.: 160th District Court

Style: ROBERT ALLEN BAUTISTA  
vs.  
CAPITAL ONE FINANCIAL CORPORATION, et al

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
Executed at \_\_\_\_\_, within the County of \_\_\_\_\_ at \_\_\_\_\_  
o'clock \_\_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by delivering to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which witness my hand.

For serving Citation \$ \_\_\_\_\_  
For mileage \$ \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_  
For Notary \$ \_\_\_\_\_ By \_\_\_\_\_ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, to certify which witness my hand and seal of office.

Notary Public \_\_\_\_\_ County \_\_\_\_\_

RETURN OF SERVICE	
Notice: This document contains sensitive data	
Court	District Court Clerk of the District Court of Dallas County, Texas Dallas County, Texas
Plaintiff	ROBERT ALLEN BAUTISTA
Defendant(s)	CAPITAL ONE FINANCIAL CORPORATION, ET AL
Manner of Service	Personal
Documents	Citation; Petition
Cause #	DC-24-18868
Came to Hand Date/Time	10/31/2024 5:08 PM
Service Date/Time	11/01/2024 1:14 PM
Service Fee:	\$105.00

FILED  
2024 NOV -5 PM 12:59  
FELICIA NITRE  
DISTRICT CLERK  
DALLAS CO. TEXAS  
DEPUTY

I am certified under order of the Judicial Branch Certification Commission to serve process, including citations in Texas. I am not a party to or interested in the outcome of this lawsuit. My information: identification number, birth date, address, and certification expiration date appear below. I received and delivered the Specified Documents to Defendant as stated herein. The following information is based on personal knowledge.

On 11/01/2024 at 1:14 PM: I served Citation and Petition upon CAPITAL ONE SERVICE, LLC c/o CORPORATION SERVICE COMPANY, REGISTERED AGENT by delivering 1 true and correct copy(ies) thereof, with CAPITAL ONE SERVICE, LLC c/o CORPORATION SERVICE COMPANY, REGISTERED AGENT, I delivered the documents to an individual with identity confirmed by subject saying yes when named. The individual accepted service with direct delivery. The individual appeared to be a blonde-haired white female contact 55-65 years of age, 5'6"-5'8" tall and weighing 160-180 lbs with glasses. The individual accepting service was Rene Nordquist (Intake Specialist) at 100 Shockoe Slip Fl 2, Richmond, VA 23219.

My name is: Jody Ashworth. My date of birth is: 10/26/1965

My address is: 513 Huntington Rd, Colonial Heights, VA 23834, USA.

null

Per U.S. Code § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Declaration executed in Richmond (City) Virginia county, TX.

*Jody Ashworth*

Jody Ashworth

11/04/2024

Date Executed

Ref DC-24-18868



0147578419

txefile@abclegal.com



abclegal ROBERT ALLEN BAUTISTA®

Tracking # 0147850037



# **Exhibit 1-H**



FORM NO. 353-3—CITATION  
THE STATE OF TEXAS

To: CAPITAL ONE, NATIONAL ASSOCIATION  
1680 CAPITAL ONE DR  
MCLEAN VA 22102-3407

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the 160th District Court at 600 Commerce Street, Dallas, Texas 75202.

Said Plaintiff being **ROBERT ALLEN BAUTISTA**

Filed in said Court **25th day of October, 2024** against

**CAPITAL ONE FINANCIAL CORPORATION; CAPITAL ONE, NATIONAL ASSOCIATION; CAPITAL ONE SERVICE, LLC**

For Suit, said suit being numbered **DC-24-18868**, the nature of which demand is as follows:  
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: **FELICIA PITRE**, Clerk of the District Courts of Dallas, County Texas.  
Given under my hand and the Seal of said Court at office **on this the 31st day of October, 2024**

ATTEST: **FELICIA PITRE**,  
Clerk of the District Courts of Dallas County, Texas

By *Harper Ream*, Deputy  
**HARPER REAM**



FILED

2024 NOV -5 PM 1:00

FELICIA PITRE  
DISTRICT CLERK

ESERVE  
CITATION

No.: **DC-24-18868**

**ROBERT ALLEN BAUTISTA**  
vs.  
**CAPITAL ONE FINANCIAL CORPORATION, et al**

ISSUED

on this the **31st day of October, 2024**

**FELICIA PITRE**  
Clerk District Courts,  
Dallas County, Texas

By: **HARPER REAM**, Deputy

Attorney for Plaintiff  
**ROBERT ALLEN BAUTISTA**  
**PRO SE**

PO BOX 131385  
DALLAS TX 75313-1385  
702-501-9639  
RBRBTST16@GMAIL.COM  
DALLAS COUNTY  
SERVICE FEES  
NOT PAID

**OFFICER'S RETURN**

Cause No. DC-24-18868

Court No.: 160th District Court

Style: ROBERT ALLEN BAUTISTA  
vs.

CAPITAL ONE FINANCIAL CORPORATION, et al

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
Executed at \_\_\_\_\_, within the County of \_\_\_\_\_ at \_\_\_\_\_  
o'clock \_\_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by delivering to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which witness my hand.

For serving Citation \$ \_\_\_\_\_  
For mileage \$ \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_  
For Notary \$ \_\_\_\_\_ By \_\_\_\_\_ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, to certify which witness my hand and seal of office.

Notary Public \_\_\_\_\_ County \_\_\_\_\_

<b>RETURN OF SERVICE</b>		Court Stamp Here 2024 NOV -5 PM 1:00 FILED FELICIA PITRE DISTRICT CLERK DALLAS CO. TEXAS DEPUTY
Notice: This document contains sensitive data		
Court District Court Clerk of the District Court of Dallas County, Texas Dallas County, Texas		
Plaintiff ROBERT ALLEN BAUTISTA	Cause # DC-24-18868	
Defendant(s) CAPITAL ONE FINANCIAL CORPORATION, ET AL	Came to Hand Date/Time 10/31/2024 5:10 PM	
Manner of Service Personal	Service Date/Time 11/01/2024 1:18 PM	
Documents Citation; Petition	Service Fee: \$105.00	

I am certified under order of the Judicial Branch Certification Commission to serve process, including citations in Texas. I am not a party to or interested in the outcome of this lawsuit. My information: identification number, birth date, address, and certification expiration date appear below. I received and delivered the Specified Documents to Defendant as stated herein. The following information is based on personal knowledge.

On 11/01/2024 at 1:18 PM: I served Citation and Petition upon CAPITAL ONE, NATIONAL ASSOCIATION c/o CORPORATION SERVICE COMPANY, REGISTERED AGENT by delivering 1 true and correct copy(ies) thereof, with CAPITAL ONE, NATIONAL ASSOCIATION c/o CORPORATION SERVICE COMPANY, REGISTERED AGENT, I delivered the documents to CORPORATION SERVICE COMPANY, REGISTERED AGENT with identity confirmed by subject saying yes when named. The individual accepted service with direct delivery. The individual appeared to be a blonde-haired white female contact 55-65 years of age, 5'6"-5'8" tall and weighing 160-180 lbs with glasses. The individual accepting service was Rene Nordquist (Intake Specialist) at 100 Shockoe Slip Fl 2, Richmond, VA 23219.

My name is: Jody Ashworth. My date of birth is: 10/26/1965

My address is: 513 Huntington Rd, Colonial Heights, VA 23834, USA.

null

Per U.S. Code § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Declaration executed in Richmond (City), VA 23219 county, TX.

*Jody Ashworth*

Jody Ashworth

11/01/2024

Date Executed

Ref DC-24-18868



0147578418

txefile@abclegal.com



ROBERT ALLEN  
BAUTISTA®

Tracking # 0147688445





# **Exhibit 1-I**

FORM NO. 353-3—CITATION  
THE STATE OF TEXAS

To: CAPITAL ONE FINANCIAL CORPORATION  
1680 CAPITAL ONE DR  
MCLEAN VA 22102-3407

FILED

NOV -5 PM 1:00

FELICIA PITRE  
DISTRICT CLERK  
DALLAS CO., TEXAS

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org. Your answer should be addressed to the clerk of the 160th District Court at 600 Commerce Street, Dallas, Texas 75202.

Said Plaintiff being **ROBERT ALLEN BAUTISTA**

Filed in said Court 25th day of October, 2024 against

**CAPITAL ONE FINANCIAL CORPORATION; CAPITAL ONE, NATIONAL ASSOCIATION; CAPITAL ONE SERVICE, LLC**

For Suit, said suit being numbered **DC-24-18868**, the nature of which demand is as follows:  
Suit on **CNTR CNSMR COM DEBT** etc. as shown on said petition, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: **FELICIA PITRE**, Clerk of the District Courts of Dallas, County Texas.  
Given under my hand and the Seal of said Court at office on this the 31st day of October, 2024

ATTEST: **FELICIA PITRE**,

Clerk of the District Courts of Dallas County, Texas

By , Deputy  
**HARPER REAM**



ESERVE  
CITATION

No.: **DC-24-18868**

**ROBERT ALLEN BAUTISTA**  
vs.  
**CAPITAL ONE FINANCIAL CORPORATION, et al**

ISSUED

on this the 31st day of October, 2024

**FELICIA PITRE**  
Clerk District Courts,  
Dallas County, Texas

By: **HARPER REAM**, Deputy

Attorney for Plaintiff  
**ROBERT ALLEN BAUTISTA**  
**PRO SE**

PO BOX 131385  
DALLAS TX 75313-1385  
702-501-9639  
RBRBTST16@GMAIL.COM  
DALLAS COUNTY  
SERVICE FEES  
NOT PAID

OFFICER'S RETURN

Cause No. DC-24-18868

Court No.: 160th District Court

Style: ROBERT ALLEN BAUTISTA

vs.

CAPITAL ONE FINANCIAL CORPORATION, et al

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Executed at \_\_\_\_\_, within the County of \_\_\_\_\_ at \_\_\_\_\_

o'clock \_\_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by delivering to the within named \_\_\_\_\_

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which witness my hand.

For serving Citation \$ \_\_\_\_\_  
For mileage \$ \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_  
For Notary \$ \_\_\_\_\_ By \_\_\_\_\_ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which witness my hand and seal of office.

Notary Public \_\_\_\_\_ County \_\_\_\_\_

RETURN OF SERVICE	
Notice: This document contains sensitive data	
Court	District Court Clerk of the District Court of Dallas County, Texas Dallas County, Texas
Plaintiff	ROBERT ALLEN BAUTISTA
Defendant(s)	CAPITAL ONE FINANCIAL CORPORATION, ET AL
Manner of Service	Personal
Documents	Citation; Petition
Cause #	DC-24-18868
Came to Hand Date/Time	10/31/2024 5:06 PM
Service Date/Time	11/01/2024 1:14 PM
Service Fee:	\$105.00

FILED  
Court Stamp Here  
2024 NOV -5 PM 1:00  
FELICIA PITRE  
DISTRICT CLERK  
DALLAS CO., TEXAS  
DEPUTY

I am certified under order of the Judicial Branch Certification Commission to serve process, including citations in Texas. I am not a party to or interested in the outcome of this lawsuit. My information: identification number, birth date, address, and certification expiration date appear below. I received and delivered the Specified Documents to Defendant as stated herein. The following information is based on personal knowledge.

On 11/01/2024 at 1:14 PM: I served Citation and Petition upon CAPITAL ONE FINANCIAL CORPORATION c/o CORPORATION SERVICE COMPANY, REGISTERED AGENT by delivering 1 true and correct copy(ies) thereof, with CAPITAL ONE FINANCIAL CORPORATION c/o CORPORATION SERVICE COMPANY, REGISTERED AGENT, I delivered the documents to CORPORATION SERVICE COMPANY, REGISTERED AGENT with identity confirmed by subject saying yes when named. The individual accepted service with direct delivery. The individual appeared to be a blonde-haired white female contact 55-65 years of age, 5'6"-5'8" tall and weighing 160-180 lbs with glasses. The individual accepting service was Rene Nordquist (Intake Specialist) at 100 Shockoe Slip Fl 2, Richmond, VA 23219.

My name is: Jody Ashworth. My date of birth is: 10/26/1965

My address is: 513 Huntington Rd, Colonial Heights, VA 23834, USA.

null

Per U.S. Code § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Declaration executed in Richmond (City), VA 23219 county, TX.

*Jody Ashworth*

Jody Ashworth

11/01/2024

Date Executed

Ref DC-24-18868



0147578420

txefile@abclegal.com



abc legal ROBERT ALLEN  
BAUTISTA®

Tracking # 0147687790



# **Exhibit 1-J**



# **DURABLE POWER OF ATTORNEY**

FILED  
24 NOV -7 PM 12:49  
FELICIA PITRE  
DISTRICT CLERK  
DALLAS CO., TEXAS  
ROBERT ALLEN BAUTISTA  
400 N ERVAY ST 131385  
DALLAS, TX 75313  
702-501-9639  
RBRTBTST16@GMAIL.COM

\*\*\*\*\*

## **Section 1: Definitions**

**Important note: these definitions apply both within the agent/principal relationship and without**

### **Client:**

Someone who is being assisted to present themselves. This term indicates absolutely no degradation of character or ability and simply means someone who is getting assistance while simultaneously educating themselves in law and statute. NO CLIENT, WITHIN THIS AGREEMENT, IS A CHILD, INFANT, RETARDED OR OF UNSOUND MIND.

### **Ens legis:**

A creature of the law; an artificial being, as contrasted with a natural person. Applied to corporations, considered as deriving their existence entirely from the law. -Black's Law 4th Edition

### **Novation:**

Defined as a change in a contract, partial or full.

### **Signature:**

Confirming agreement or acceptance. If involving a negotiable instrument, it would be an indorsement.

### **Indorsement:**

Any writing placed on a negotiable instrument for the purpose of assigning, transferring, or redeeming the security or granting a power to assign, transfer, or redeem it.

The default signature or indorsement for all documents WILL NEVER BE A BLANK INDORSEMENT (unless explicitly indorsed with "Pay to the order of: bearer" and also has an allonge describing why it is being indorsed that way). All previous, current and future indorsements are now defaulted to:

WITHOUT RECOURSE  
WITHOUT PREJUDICE

Pay to the order of:

ROBERT ALLEN BAUTISTA®

By: /s/ Robert Allen Bautista/agent

-----  
Robert Allen Bautista/attorney-in-fact

**Artificial entity:**

An estate, company, association, partnership, corporation, trust or other entity indicating a collective body of individuals. These bodies are “persons” if they operate entirely and completely within the confines of the definitions of “nation” and “peace,” which are both locatable in this dictionary of terms. But the word “person” will no longer be used and, in the interest of creating clear contracts, the word “entity” will be used when not a man or woman.

**Autograph:**

A cursive writing, using a pen and paper, unique to each living man or woman, of some sort of artistic symbolism that proves their identity due to the unique style in which it is written. An autograph is never on behalf of an artificial entity and is always a representation of the living man or woman who made it.

**De facto:**

The corporate world that is under the Crown of England. The entire structure that was created under the Crown and is offered as a structure for Commerce. People can voluntarily contract into this system as they want in an effort to have a pre-built structure that they may plug into for ease-of-use, support, etc.

**De jure:**

The non-corporate world that has nothing to do with the statutes, rules and boundaries set up by the Crown. Operating entirely in a new space where you create your own rules and boundaries. Your “Codes” are created by you and used to contract as you see fit. The de jure is governed by Common Law which is simply don’t hurt people or their property and be transparent in your offers and contracts. The de jure is where international law occurs and is based entirely on nation-to-nation diplomatic relations.

**“person,” “human being” and “individual”:**

These words/terms are defined as: a nothingness which produces a somethingness. The seat of creativity. This is not the brain, nor the body, but is a potential consciousness that has no space, no wavelength, no mass and no location. This essence contains the decisions and definitions associated with interaction, identity, ethics, morals and integrity.

**Ethics:**

What the individual considers right/wrong (and why).

**Morals:**

The spoken AND UNSPOKEN ideas of what a group considers right/wrong (and why).

**Banking:**



The operation of electrical energy translated to the world of money and finance. The creation, flow and use of any form of energy that is used as the intermediary of trade or commerce. Any item that would be used as a mode of exchange and that follows all the rules of physics as regards to flow and energy. The highest form of “banker,” in the literal sense, would be an electrical engineer. Banking in the de facto is accomplished by the creation of credit by exchanging a promissory note for Federal Reserve Notes as per the Federal Reserve Act, Section 16, Part 2 - via the Federal Reserve Window. These credit exchanges are done by a lack of disclosure to the indorsee, thus causing the indorsee to sign using a blank indorsement (meaning an unconditional indorsement that releases the valuable security to the financial institution entirely - essentially “gifting” the collateral security to be exchanged and payable to the banking institution). Banking in the de jure is the coining and handling of silver and gold COINS in an effort to create a stable and functional exchange medium.

**Bank:**

In the de facto it would be any individual that converts one negotiable instrument into another or creates notes and bills. In the de jure it would be the storing, safe keeping, transferring and exchanging of gold/silver coins. No licenses or “approval” is needed to be a bank and every individual person IS a bank, by definition, in the de facto. Anyone who can promise that some amount will be paid in the future is, by definition, a bank.

**Note/instrument/negotiable instrument/security/bond:**

An unconditional promise to pay (promissory note) or an unconditional order to pay (bill of exchange). “Bill” is a shortening of “bill of exchange” and “note” is a shortening of “promissory note”

**Payment:**

This definition will defer to Black’s Law 4th Edition: “The fulfillment of a promise, or the performance of an agreement.”

**Discharge/setoff:**

The indorsement and return of a negotiable instrument, approving it for exchange at the Federal Reserve Discount Window.

**Limited liability:**

The degradation of personal power by assuming that there are problems that could pop up that you would be incapable of handling. A shrinking of personal confidence that stems from a person committing acts that they deem worthy of shame or guilt. Personal shrinkage.

**Problems:**

The normal idea of problems is “something of which is considered pesky, unwanted, difficult and unappreciated. Something of which a person generally would rather not have.” This definition puts all the power of the situation into the problem itself. The new definition of “problem” is: “that of which gives excitement and interest to a story. The element of a story that is considered and defined, entirely out of the free will of the person, to be something unwanted. The “problem” is the element of which all adventures are born. The resolution of a “problem” is the entire structure of a journey.”

**Consideration:**

Defined as: something given of value that all parties consider of value and continue to consider of value throughout the entire life of the contract or agreement. If either party decides, during the life of a contract, that consideration is no longer equal, then that contract can be instantaneously canceled from

that moment. Fraud vitiates all contracts from their inception and acts as though a contract never existed to begin with.

**Fraud:**

Any attempt to create illusion, delusion, vagueness or over-complexity in an effort to confuse or reduce the ability to perceive or understand something. THE HIGHEST LEVEL OF FRAUD IS THE ALTERATION OF DEFINITIONS OF WORDS OR TERMS. All men and all women deserve to live a life of honest and transparent dealings.

**Understand/under stand/under-stand:**

To conceptually copy information into your own mind, contribute to it (invest in it) in an effort to make it your own, then be able to apply it in the physical world to the product of an effective effect. This definition explicitly negates any idea that these words may be used to trick someone into granting dominion or power over them.

**Conceptually:**

To have a basic idea in the mind that comes across almost as the idea of “an understanding in the form of energy” - meaning having so much comprehension of some particular word or thing that you can get the feeling in your mind that you do not even need words or symbols to explain the ideas. A conceptual understanding of something may even leave the person saying “I know what it is, I simply can’t put it into words.” The ideas are devoid of having to use the “crutch” of other words or symbols. It is a full immersion into an idea or term that feels almost as if you are the source of the definition of the word or idea itself. You can “feel” the definition. YOU ARE THE DEFINITION.

**Definition:**

The exact, agreed-upon boundaries of the meaning of a series of symbols, behavior, or anything else. A definition could be entirely unknown or mistaken, but an “incorrect definition” would be the largest aspect that this section should clarify. An “incorrect definition” would be a meaning that is either too narrow or too wide, too simple or too complex, too vague or too specific. A definition is the contract associated with the meaning of the word, idea, phrase, etc. The source of credit and law, which is the well-intentioned inhabitant or contributing member of a group, has the highest rank in terms of the creation, clarification or changing of definitions. Definitions are living, breathing things and are the most important aspect to all contracts and communication. VAGUE OR OVER-COMPLICATED DEFINITIONS WILL BE VIEWED AND ASSUMED TO BE AN ATTEMPT TO DECEIVE AND WILL BE CLASSIFIED AS FRAUD.

**Terminal:**

In order to understand banking, the idea of a terminal must be understood. This term comes from the terminology used in batteries and electricity. A terminal is a person who is effectively (or potentially) exchanging goods and/or services in a way that contributes to building a society or a market.

**Market:**

A group of people, small or large, that is exchanging goods and services in an effort to make life more exciting, more interesting, easier, etc. The basis of legality of all market transactions is found in the idea of consent. “Harmful” goods and services may be offered legally as long as all parties in the transaction are consenting and that transaction or activity does not encroach into the freedoms of another person who may not agree with what is happening.

**Consent:**



Understanding, as defined in this definitions section, of the contract or agreement in question. This understanding is then mixed with explicit agreement. Explicit agreement is important because assuming agreement or consent is quite dangerous. Agreement and consent should be explicit and “tacit consent” or “consent due to acquiescence” is essentially rape in commerce. Involuntary servitude is entirely illegal, but at the same time... not responding to an important concern is irresponsible. There is a fine line between the two that must be walked.

**Rape:**

Any forced contract that did not have explicit understanding and consent at the inception and throughout the entire duration of the contract. Anything that could be considered involuntary servitude, forced labor, enticement into slavery, etc.

**Debtor:**

A debtor is someone who owes a true negative in an agreement or contract where they have received true value and consideration but have not reciprocated that consideration to a sufficient point for both parties (within reason). A debtor cannot be a debtor if they did not consciously and expressly involve themselves in the contract to begin with. Anyone who has unknowingly signed away a valuable negotiable instrument using a blank indorsement would NOT be classified as a debtor due to there having been valuable consideration already manufactured and given.

**Creditor:**

The indorsee of any promissory note or bill of exchange. Any successful attempt to trick, whether through nondisclosure or active displacement, an indorsee into doing a blank indorsement on any security, without valuable exchange in return, will be charged with purloining those instruments.

**Truth:**

The information that, when exposed and understood, eliminates all negative conditions. For example: negative emotions, guilt, shame, stupidity, hate, etc.

**Guilt:**

A feeling of degradation that stems from someone else effectively persuading you that your actions have directly harmed them, others or yourself.

**Shame:**

Active self-degradation that stems from believing that your actions harm or degrade others. This is only possible due to the collective previous persuasions of others that you have or can hurt them. It is the idea of “being careful” taken to the level of absurdity.

**Degrade:**

To lower one’s value or perceived value.

**Value:**

The perception of supply versus demand. Something that “everyone wants” that no one can have would have the highest perceived value. Value is entirely calculated through the nature of humans and their interest in making life an interesting game.

**Freedom:**

A condition that is the product of having a vast amount more truth than lies on any given subject, mixed with being devoid of guilt and shame on that particular subject. The correct definitions for

words is the most important aspect of freedom (the highest form of freedom is redefining all words and symbols, at will, on all contracts).

**Admiration:**

The ability to appreciate anyone or anything for what they are and to enjoy their flaws and their beauties as nothing more than a creation of expression assumed to be entirely within their will. This includes permitting someone to destroy their life as they see fit, as long as that destruction does not harm or damage others.

**“State,” “state,” and “STATE”:**

“State” and “STATE” refer to corporation fakes that are located in the District of Columbia (they are listed on Dun and Bradstreet as businesses). “state” means the same as “nation” and defers to the definition below. From now on, any usage of the 3 variations of state will default to an unincorporated zone unless explicitly described as a business located in the District of Columbia.

State government is the highest form of government available and is always held by the people who inhabit that state, even if there is no official body or office of government activity. Each state is legally a separate country to one another in law. The sheriff is responsible for enforcing laws and handling disputes in the field and his ultimate purpose is “to handle the surface manifestations of society.” Whereas the courts then take the surface manifestations of society and dig deeper in an effort to permanently address difficulties in the society or culture. The purpose of a judge or court is “to dig deeper into the surface manifestations of society in an effort to find the source of disputes and eliminate their unnecessary manufacture.”

Any group of individuals working together that is at peace with themselves and share tranquility and enlightenment with other groups would be officially defined as a state. “State” and “nation” essentially mean the same thing.

**Body Politic:**

State or nation or public associations, -Black’s Law 4th Edition

**Society:**

An association or company of persons (generally unincorporated) united together by mutual consent, in order to deliberate, determine, and act jointly for some common purpose. In a wider sense, the community or public; the people in general. -Black’s Law 4th Edition

**Nation:**

“An Independent body politic; a society of men united together for the purpose of promoting their mutual safety and advantage by the joint efforts of their combined strength. But every combination of men who govern themselves independently of all others will not be considered a nation. A body of pirates, for example, who govern themselves, are not a nation. To constitute a nation, another ingredient is required. The body thus formed must respect other nations in general, and each of their members in particular. Such a society has her affairs and her interests; she deliberates and takes resolutions in common, thus becoming a moral person, who possesses an understanding and will peculiar to herself, and is susceptible of obligations and rights.” -Vattel, Prelim. Ill, 2; 5 Pet. (U. S.) 52. See 1 Idaho (N. S.) 612.

**The District of Columbia (“Washington D.C.”):**



A for-profit private corporation that is foreign to all the individual states. The purpose of this corporation is to SERVE THE STATES (the 50 unincorporated states as well as any other nations or states in the unincorporated zone) in an effort to help with state-to-state communication, commerce, etc. They do not have the ability to govern outside of their tiny ten-square mile sandbox. They are essentially a private contractor that is employed to enhance interstate activity. They can be fired no differently than a plumber or carpenter if any individual state decides to do so. Each individual state is contracted into this corporation as a request for assistance. The District of Columbia is not allowed to use any trickery to describe itself, such as the term "United States." Any attempt to deceive will be considered fraud or treason and will be treated accordingly. The primary purpose for Washington DC is "to create a prosperous country by enhancing that which is creating abundance and destroying or eliminating that which is creating scarcity. To ensure that the Constitution of the original non-incorporated America is adhered to by ensuring its application in interstate dealings. To assist each and every state with any scarcities they may encounter."

### **Money:**

Gold and/or silver coins. Without gold and/or silver coins involved in a transaction, there is no negative or positive gain in the real world. There can only be a false illusion of positive or negative gain. "Profit and loss" can only be computed through the exchange of gold/silver coins. Any commercial activity in the de facto that is not exchanging silver and gold coins is, by definition, a "non-profit activity."

### **United States:**

The original states of the Republic being referred to as a collective. The "United States" is not, in itself, a country. Each individual state is a country, by law. This definition specifically and explicitly negates the definition found in 28 USC 3002(15), as well as the description found in UCC 9-307(h). Any de facto corporation found using the term "United States" will automatically be changed to "only and explicitly the District of Columbia and its territories." The "Federal corporation" does not have any jurisdiction in the 50 individual unincorporated states of America (or any additional states or nations in those areas) and this term being used is very heavy fraud that very few people know about. Any use of this definition will be assumed that the person using it does not know this definition and the prosecution of the use of this term will need EXTENSIVE levels of evidence that proves INTENT. This term is the core aspect of the difficulties in our glorious country. Assumption that the use of this term is of ill-will should NOT be done, as all assumptions should be a lack of comprehension of this most deadly term.

### **Intent:**

"Intent" expresses mental action at its most advanced point, or as it actually accompanies an outward, corporal [of or involving the body] act which has been determined on. Intent shows the presence of will in the act which consummates a crime. It is the exercise of intelligent will, the mind being fully aware of the nature and consequences of the act which is about to be done, and with such knowledge, and with full liberty of action, willing and electing to do it. -Black's Law 4th Edition (bracket section added by Brandon Joe Williams to clarify the word "corporal")

### **Republic:**

"We may define a republic to be, or at least may bestow that name on, a government which derives all its powers directly or indirectly from the great body of the people, and is administered by persons holding their offices during pleasure, for a limited period, or during good behavior. It is ESSENTIAL to such a government that it be derived from the great body of the society, not from an inconsiderable proportion, or a favored class of it; . . . It is SUFFICIENT for such a government that the persons



administering it be appointed, either directly or indirectly, by the people; and that they hold their appointments by either of the tenures just specified.” -James Madison in Federalist No. 39

**Taxpayer:**

Anyone who willingly and knowingly wishes to gift their money or currency then completes the action of actually gifting it. Just because they donated once does not permanently make them a “taxpayer.” They can only be assumed to be a taxpayer at the exact moment of donation... not a minute before or a minute after.

**Currency:**

Anything used as a medium of exchange. The words “money” and “currency” ARE VERY DIFFERENT. Currency could be bottle caps, small pieces of metal, paper, or anything else. Currency is not required to be silver/gold coins. This definition includes negotiable instruments.

**Corporation/business:**

An organization that operates under the Crown of England. The entire contract breaks down like this: someone APPLIES for approval to be under the codes, regulations and rules of the Crown of England, then is approved and allowed to operate in their world. You “incorporate” into this world, meaning you involve yourself in it and operate under its structure. There are various services available in that world that provide structure and boundaries in exchange for fees and other consideration. Contracting into this body of rules and regulations is a choice and each person should look at the pros, cons and benefits associated with doing so prior to requesting approval. All corporations can only be physically located in one of three locations: The District of Columbia, the incorporated sector of the City of London or Vatican City.

**Loan:**

In the de facto, it is the indorsing of a promissory note by a person based off their future potential productivity, which is then exchanged with the Federal Reserve for Federal Reserve Notes. A “financial institution” is not required to convert the promissory note into Federal Reserve Notes but may be utilized for assistance if needed. A “financial institution” hired to provide this service is nothing more than a contracted currency exchanger and the loan is NOT being given by then (they are not a “lender,” they are a “currency exchange.”) Any effort to trick or deceive as to who is creating the loan or giving the loan will be treated as fraud or treason and handled accordingly. In the de jure it is the issuing of silver/gold coins at interest.

**Lies:**

Pieces of information that degrade and/or create/enhance bad conditions. One of the purposes of the courts is “to locate and obliterate the sources of lies.”

**Trust:**

An agreement where assets are held and administered by a trustee for the benefit of a beneficiary. This structure comes straight from God through the Bible and, while there have been corporate versions of trusts created in an effort to deceive, THIS DEFINITION SPECIFICALLY AND EXPLICITLY DOES NOT INCLUDE THOSE TYPES OF “TRUSTS.” Corporate trusts are not trusts, they are corporations or businesses and are located in the District of Columbia, City of London or Vatican City. This is a definition of truth, not deception. This definition of trust only applies to the completely non-incorporated original trust agreements that are entirely and completely sovereign and un-a-lien-able. Trusts are not within the jurisdiction or purview of any corporate element, government element, or anything else. They are governed only and entirely by the people who are involved in the trust. Trusts

are NOT created by government or any corporation and are created by a grantor/executor, which is a person who simply brings the trust into being.

**Sovereign:**

A person's status outside of any external group or corporate system. This status cannot be signed away or given away under any circumstances. The only avenue to truly relinquish sovereignty is suicide. The words "foreign" or "nonresident" are both indicating a sovereign person or area.

**Suicide:**

To kill oneself as a willful act of ending the contract of life.

**Government:**

An organization that is below the level of the power of an American that is operated to keep the peace in the society and assist cultures and societies to remove elements that cause unnecessary turbulence in the society. The basic purpose of government is "to create and foster a culture that is flourishing, free of disputes and confusions/lies. A planter and harvester of truth." No corporation can be a government, as the purpose of a corporation is "maximum profit for shareholders" and that creates a massive conflict of interest.

\*Supreme court case of *Elkins Et Al v. United States*, 364 U.S. 206: "In a government of laws, existence of the government will be imperiled if it fails to observe the law scrupulously. Our government is the potent, the omnipresent teacher. For good or ill, it teaches the whole people by its example. Crime is contagious. If the government becomes a lawbreaker, it breeds contempt for law, it invites every man to become a law unto himself, and it invites anarchy."

**Citizen:**

A government officer or employee. If you look over the many definitions of "city" in Black's Law, you will see things like "a political entity or subdivision for governmental purposes," "a public corporation for public purposes," "A state agency for carrying on local government," and "a voluntary association or corporation."

**Employee:**

Generally, when person for whom services are performed has right to control and direct individual who performs services not only as to result to be accomplished by work but also as to details and means by which result is accomplished, individual subject to direction is an "employee". *Young v. Demos*, 70 Ga. App. 577, 28 S.E. 2d 891, 893.

**US Citizen/U.S. Person:**

An individual working for the incorporated government in the District of Columbia. "U.S. Person" could also be an entity, such as a corporation or estate, organized under the laws of the incorporated entity called "United States."

**Passport:**

A quick and easy way to identify oneself in terms of culture, nationality, etc. A passport is not necessary and simply greases the gears of the social world. It is wholly non-commercial and has to do with a person's private, non-commercial, non-governmental activities.

**Commerce:**



Fee-for-service flow where all parties agree that legal or litigation intervention has been injected in an effort to keep all parties from failing to perform.

**Statutes/Policy/Codes:**

Rules that are created by a government, corporation or group for the purpose of creating structure and agreement for the willing members of the group. Policy. A person may be involved in many sets of statutes in various areas of their life. These spoken or implied agreements allow them to navigate their endeavors and no statutes are ever imposed on them beyond their will and awareness. If any group decides that a person has gone too far outside their statutes, they remove the person from the group beyond their will to be in that group.

**Law:**

Exact and specific rules or boundaries that all of mankind naturally, spoken or unspoken, agree on. Law is very simple and is composed of 3 basic points: do not harm others, do not harm or steal the property of others and be transparent (do not lie or hide things) in your contracts and dealings with others. Everyone has the protections of true law, even those that are involved in groups with specific Codes. No Code or statute will ever cloud or supersede an individual's natural law and any attempt to reduce the rights of any governmental employee or corporate citizen is tantamount to treason. Anyone operating with the intention to help others has the full protections of law at all times and their standing as a man or woman is primary in law above all other titles. Law is designed to disarm the person who has the intention to harm and to empower the person with the intention to help.

**Certificate of Title (or any other name for a document proving ownership or interest):**

Essentially a receipt that shows that the Manufacturer's Certificate of Origin (MCO) of a vehicle is being safely kept by the state. The Certificate of Title is an exact duplicate in power in law as the MCO and is not an abstract or representation of the Manufacturer's Certificate of Origin, but it IS the MCO, simply in another format. The holding of a Certificate of Title is the exact same as the holding of the MCO and transferring a Certificate of Title is the same as transferring the MCO itself. Registration is nothing more than the fees that are paid in exchange for the protection of the MCO and transferring of it. At no point in time does the state own or have a legal interest in the vehicle. The state is operating only as a banking lockbox to help protect the MCO and to administrate the transferring of the full rights of the vehicle or automobile.

**Manufacturer's Certificate of Origin (MCO):**

The original birth certificate of a vehicle, describing what was created by the manufacturer. This piece of paper is held in safekeeping by the corporate entity of the District of Columbia via Department of Motor Vehicle centers (or similar names). These MCOs are held in safe-keeping and the Certificates of Title that are issued by the Dept of Motor Vehicles (or any similar corporation) are nothing more than legal copies of the MCO. Exchanging the "Certificate of Title" exchanges the full and entire interest in the MCO from the parties listed on the Certificate of Title. The bill of sale between private individuals who exchange the Certificate of Title is a brand new MCO that essentially shows that the person who has held and modified the car has exchanged that car to the new owner. The Dept of Motor Vehicles (or any other corporation) agrees that the writing and notarization of a bill of sale between persons exchanging a Certificate of Title contains the same power as exchanging the MCO and the bill of sale is a superior title to even the MCO itself. The Dept of Motor Vehicles (or any similar corporation) operates as essentially a bank and holds the superior title for us as essentially a glorified lockbox.

**Vehicle/Automobile/Motor vehicle/Motor Carrier:**

A car, truck, big rig, boat, plane, etc, that could be used for either commercial reasons or non-commercial reasons. These terms are now all interchangeable. No license is required to operate any of the above. If a person wishes, they may acquire a passport for simpler travel in order to identify themselves. If they are willingly contracted into a body of commercial Codes, they may get a Driver's License that delineates which body of Codes they are subscribed to and any other important information that may be associated with that subscription. All vehicles/automobiles and motor vehicles have superior titles that are held by the holder of the Manufacturer's Certificate of Origin or the Certificate of Title (or any other official paper that describes ownership). The presentment of a passport, OR NO LICENSE AT ALL, indicates that the vehicle is not involved in any pre-determined statute systems in commerce. The current and exact evidence supporting that a person is involved in commerce is needed to truly and legally/lawfully classify someone as "involved in commerce." Any automobile moving its own personal property or private passengers are not commerce.

**Manufacture/manufacturer:**

The organization of natural elements into a cohesive system. Something that is the product of a combination of products through some kind of system. Manufacturing also includes the altering or customizing of already-produced products. Any altering to a product in any way makes the person who altered the item the "manufacturer." This word is literal in the fact that "manu" comes from "made by the hand" - so any changes or alterations or upgrades made by the hands of the previous owner would fit within this definition.

**Bill of sale:**

Any document that describes any item being transferred and any customization or alterations that item went through during previous ownership. The bill of sale acts as a superior title and is the new Manufacturer's Certificate of Origin for the automobile.

**Superior title:**

The highest and complete sovereign ownership and governance of any item or thing. In law, the superior titles used by a person are "man" and "woman" and these titles are always assumed to be the primary title above all spoken, written or assumed titles.

**Marriage:**

An agreement with God to have a union with one or more other persons in an effort to make their lives and the lives of others better. A trust agreement. No corporation or "artificial entity" may enter or involve itself with the structure of a marriage as it is a bond between only the men, women and their God, as defined by them.

**Divine:**

Involving or contracted with God (however that may be defined by the individual).

**God:**

A person's idea of the pure energy or the personification of spiritual or ethical idealism. This could be perceived as a body, an idea or anything else and is completely and only definable within the perception and decisions of the individual.

**Sovereign citizen:**

Someone who creates unnecessary contention by violently combating things of which they do not understand.



**National:**

As per 8 USC 1101(a)(21): "The term "national" means a person owing permanent allegiance to a state." This status is achieved through naturalization, from 8 USC 1101(a)(23): "The term "naturalization" means the conferring of nationality of a state upon a person after birth, by any means whatsoever." A national is a TRUE American and lives on the land of North America. Indian tribes are in this category.

**Evidence:**

Proof that establishes location, intention, action and responsibility. Perceptions and opinions may very well not be evidence.

**Crimes:**

There must be a victim to have a crime. The "government" or state may not be the victim. "Crime" is established when someone's rights are exercised to such a broad level that it harms or damages another person.

**"Harm" or "damage":**

Physical or emotional destruction or degradation that can be somehow proven objectively (subjective examples would need more of a track-record of proof in order to be substantiated).

**"You," "Your" or any other small common word:**

"You" or "your" or any other variation of showing identity and any usage of small common words to try and trick someone into special definitions that degrade or harm will fall under treason. Redefining these words are an obvious attempt at subversion and are never going to be used in an effort to assist someone. The creation of special definitions for small common words are immediately assumed to be treason, as the intent is clear. This definition was born out of a cognizance of the existence of 20 CFR 422.402 subsection (e). This definition automatically eliminates all definitions of this type and vitiates their existence since their supposed inception.

**Represent:**

To assist another in presenting themselves. No one waives their rights or status in having or demanding assistance.

**Driving/traveling:**

These words now mean the same thing. Someone who produces no license at all or a passport is in non-commerce. Someone producing a Driver's License is in commerce. THEIR INVOLVEMENT IN COMMERCE MUST BE EVIDENT AND THEIR UNKNOWING PRESENTMENT OF A DRIVER'S LICENSE DOES NOT AUTOMATICALLY MEAN THEY OPERATE IN COMMERCE. IT IS ONLY AN INDICATOR AND EVIDENCE MUST BE ESTABLISHED.

**Social Security/Social Security Number:**

The Employer Identification Number (EIN) of the public corporation of your name in all capital letters (the ens legis). The IRS defines the EIN as: "An Employer Identification Number (EIN), also known as a Federal Tax ID Number, is a 9-digit number assigned by the IRS to identify a business entity. It is often used for banking, taxation, and to register your business with the federal government."

**Public corporation:**

"A public corporation is one created by the state for political purposes and to act as an agency in the administration of civil government." -Black's Law 4th Edition



**Obligations of the United States:**

Any promise or evidence of debt regarding any public corporation. 18 USC 8 is quite clear about this.

**Abundance:**

The idea that a person has “more than what is needed or desired.” The idea of how much someone needs or desires is entirely up to them and has nothing to do with their environment. This feeling or idea is entirely within the control of each individual person for each individual area of their life. This ratio of “abundance versus scarcity” gives tremendous excitement in the game of life.

**Scarcity:**

The idea that a person has “less than what is needed or desired.” The idea of how much someone needs or desires is entirely up to them and has nothing to do with their environment. This feeling or idea is entirely within the control of each individual person for each individual area of their life. This ratio of “abundance versus scarcity” gives tremendous excitement in the game of life.

**Resident alien:**

Someone who is PROVEN to live in the District of Columbia.

**Non-resident alien:**

Someone who is PROVEN to not live in the District of Columbia.

**Transmitting utility:**

This term is not to be mistaken with a human being. This term means a person who is producing or transmitting electricity. While the body does do that, this definition is explicitly negating any idea that a human being is a transmitting utility in the eyes of the law.

**License:**

Permission to do something that would otherwise be considered illegal. This is generally only needed for corporations as men and women do not need licenses but are actually the issuers of licenses themselves.

**Intelligence:**

Normally, “intelligence” is known as “some fixed and predetermined capacity to understand.” This definition is limiting and was manufactured by the field of psychiatrists in an effort to make people feel overwhelmed by their inability to rapidly grasp something. Due to this sly and highly false definition, humanity has been harmed. The new definition of “intelligence” is simply CURIOSITY. Curiosity (and now “intelligence”) is defined as “a natively infinite ability to find wonderment in things. Each and every person has an immediate and infinite quantity of this. How rapidly they grasp things is simply gauged by the quality of the questions they ask when applying their “intelligence” or curiosity. Poor quality questions reduce the speed of comprehension, but the application of “intelligence” will ALWAYS arrive at an understanding... regardless of the quality of the questions.”

**Man:**

The ultimate title. The ultimate simplicity. One of the basic elements of the battery of nature. The desire to protect. The drive and focus to achieve a goal. One of two original bodies created by God in an effort to be a creation of half of what God is composed of. An incomplete expression of nature. The searcher of beauty.

**Woman:**

The ultimate title. The creator of beauty. Beauty is created by the manufacturer of art. Beauty is not inherent, it is created. The dancing, warm flow of existence. That of which is the great mediator of life. The true logic of life that understands life through the emotional and instinctual understanding of experience. That of which prevents life and existence from using the drive of masculinity in an effort to drive our human race into oblivion. Softness, mediation, flow.

## Section 2: Notice to Person Executing Limited Power of Attorney

**IMPORTANT NOTE 1:** Any assumption that the principal has ever indorsed anything with a blank indorsement is hereby explicitly negated. This agreement hereby explicitly waives the right of the principal (or any entities) to indorse any instrument with a blank indorsement (unless worded specifically "pay to the order of: bearer" with an allonge explaining why it being indorsed that way). All indorsements are assumed, by default, to be both qualified and special. All indorsed instruments from the past assumed to be blank are hereby to be considered fraud and need to be reindorsed or clarified by both the principal and agent. The default or assumed indorsement for all past, current and future instruments is:

WITHOUT RECOURSE  
WITHOUT PREJUDICE  
Pay to the Order of:  
ROBERT ALLEN BAUTISTA®  
By: /s/ Robert Allen Bautista/agent  
-----  
Robert Allen Bautista/attorney-in-fact

\*\*\*\*\*

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts:

Your agent (attorney-in-fact) has no duty to act unless you and your agent agree otherwise in writing. This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf. This document explicitly DOES give your agent the power to accept or receive any of your property, in trust or otherwise, as a gift, without the need to specifically authorize the agent to accept or receive a gift. These actions are done in an effort to benefit all parties and to better administer the survival of both persons in an effort to expand the survival potential of both persons perpetually into the future. Principal has FULL and UTTER trust in the agent to operate entirely in absolutely EVERY area in all of existence without rules or regulations. Principal FULLY comprehends the tremendous risk and has read this entire document in extensive detail, taking care to clear up the definitions of any words and clarify all aspects of this document. This document is a contract, made under the willful and total cognizance, of total and absolute governance by ROBERT ALLEN BAUTISTA ®.

Your agent will have the right to receive reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney.

The powers you give your agent will continue to exist even beyond your entire lifetime, unless you state that the durable power of attorney will last for a shorter period of time or unless you otherwise terminate the durable power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the



management of your property. Since the principal is an ens legis, easily identified by what is called the "Social Security Number," it could be assumed that this person never actually lived to begin with and thus never had a "lifetime" of which to speak about in this agreement. None of that negates the binding aspect of this DPOA.

You can amend or change this durable power of attorney only by executing a new durable power of attorney or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this durable power of attorney at any time, so long as you are competent.

This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either (1) the signing of the power of attorney or (2) the principal's signing or acknowledgment of his or her signature. A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

NOTICE: THIS IS A PRIVATE POWER OF ATTORNEY BEING EXECUTED IN THE NATION CALLED THE AMNESTY COALITION AND IS APPLICABLE IN ALL STATUTORY SITUATIONS VIA NATURALIZATION FROM 8 USC 1101(a)(23) OR BY ANY OTHER MEANS. THIS DPOA APPLIES TO COMMON LAW, NONSTATUTORY APPLICATIONS, AS WELL AS STATUTORY SITUATIONS IN THE UNITED STATES OR ELSEWHERE. THIS AGREEMENT APPLIES TO ABSOLUTELY ANYTHING AND ANYPLACE.

I, ROBERT ALLEN BAUTISTA ®, non-residence mailing address of 400 N ERVAY ST 131385 DALLAS TX 75313, hereby appoint Robert Allen Bautista, domiciled at 123 WONDERLAND WAY PICKELTARIA, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

This Power of Attorney shall not be affected by my subsequent incapacity.

As per trademark serial number: 98719160, I hereby release all security and bond creation to Robert Allen Bautista/agent. This trademark, even if made void, canceled or changed, signifies that only Robert Allen Bautista/agent has the capacity to decide on my ability or decision to contract in absolutely any way in commerce.

I hereby revoke any and all general powers of attorney and special powers of attorney that previously have been signed by me. This agreement hereby replaces the earlier one that I had with ROBERT ALLEN BAUTISTA ®.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

1. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions.
  - a. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or indorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity. I also permit Robert Allen Bautista to assign, create, eliminate and FULLY control any and all UCC1 filings, UCC3 filings, security interests, etc on my behalf.
  - b. Add, delete or change beneficiaries to any financial accounts I own including insurance policies, annuities, retirement accounts, payable on death savings or checking accounts or other investments.
  - c. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities. This includes any non-US notes, securities, drafts, etc.
  - d. Have access to any safe deposit box that I might own, including its contents.
2. Provide for the support and protection of myself, my spouse, or of any minor child I have a duty to support or have established a pattern of prior support, including, without limitation, provision for food, lodging, housing, medical services, recreation and travel.
3. Sell, exchange, buy, invest, or reinvest any assets or property owned by me. Such assets or property may include income producing or non-income producing assets and property.
4. Take any and all legal steps necessary to collect any amount or debt owed to me, or to settle any claim, whether made against me or asserted on my behalf against any other person or entity.
5. Enter into binding contracts on my behalf.
6. Maintain and/or operate any business that I may own.
7. Employ professional and business assistance as may be appropriate, including attorneys, accountants, and real estate agents.
8. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber any homestead that I now own or may own in the future.
9. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:
  - a. Prepare, sign and file income and other tax returns with federal, state, local, and other governmental bodies.



b. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.

c. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits (including medical, military and social security benefits), and to appoint anyone, including my Agent, to act as my "Representative Payee" for the purpose of receiving Social Security benefits.

10. Make gifts from my assets to members of my family and to such other persons or charitable organizations with whom I have an established pattern of giving (or if it is appropriate to make such gifts for estate planning and/or tax purposes), to file state and federal gift tax returns, and to file a tax election to split gifts with my spouse, if any. No Agent acting under this instrument, except as specifically authorized in this instrument, shall have the power or authority to (a) gift, appoint, assign or designate any of my assets, interests or rights, directly or indirectly, to such Agent, such Agent's estate, such Agent's creditors, or the creditors of such Agent's estate, (b) exercise any powers of appointment I may hold in favor of such Agent, such Agent's estate, such Agent's creditors, or the creditors of such Agent's estate, or (c) use any of my assets to discharge any of such Agent's legal obligations, including any obligations of support which such Agent may owe to others, excluding those whom I am legally obligated to support.

11. To transfer any of my assets to the trustee of any revocable trust created by me, if such trust is in existence at the time of such transfer.

12. To utilize my assets to fund a trust not created by me, but to which I have either established a pattern of funding, or to fund a trust created by my Agent for my benefit or the benefit of my dependents, heirs or devisees upon the advice of a financial adviser.

13. To create, sign, modify or revoke any trust agreements or other trust documents in an attempt to manage or create a trust that was created for my benefit or the benefit of my dependents, heirs or devisees. This shall include the creation, modification or revocation of any inter vivos, family living, irrevocable or revocable trusts.

14. To exercise fiduciary responsibilities that I have a right to delegate.

15. Subject to other provisions of this document, my Agent may disclaim any interest, which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate. However, my Agent may not disclaim assets to which I would be entitled, if the result is that the disclaimed assets pass directly or indirectly to my Agent or my Agent's estate. Provided that they are not the same person, my Agent may disclaim assets which pass to my Gift Agent, and my Gift Agent may disclaim assets which pass to my Agent.

16. Have access to my healthcare and medical records and statements regarding billing, insurance and payments.

17. Act on my behalf for the purposes of managing, distributing, and terminating my digital assets. For the purposes of this Power of Attorney, digital assets shall mean electronic assets that are stored on my computers, electronic devices, or on any online account, as identified in the Digital Assets Memorandum of this Power of Attorney. Online accounts include, but are not limited to, social-

networking sites, online backup services, servers, email accounts, photo and document sharing sites, financial and business accounts, domain names, virtual property, websites, and blogs. The Digital Assets Memorandum, with associated websites, usernames, passwords, and related information, is hereby incorporated by reference into this Power of Attorney and shall be distributed to my Agent designated in this Power of Attorney. My Agent shall have the power and authority to manage, conduct, and to exercise all of my legal rights and powers relating to my digital assets, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to access, download, and backup digital assets, convert my file formats, access any and all devices necessary to manage digital assets, and clear computer caches and delete files.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing, (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

No person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

My Agent shall be entitled to reasonable compensation for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until October 16, 2199. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

It is acknowledged that the principal operates and exists both WITHIN or WITHOUT the United States, depending on how he is naturalized by (Robert Allen Bautista). The agent operates WITHOUT



the United States at all times pursuant to 28 USC 1746. Notarization is NOT naturalization as it only references temporary location and does not specify a change in allegiance.

Dated NOVEMBER 07, 2024, at Dallas, Texas Republic

WITHOUT RECOURSE WITHOUT PREJUDICE  
PAY TO THE ORDER OF ROBERT ALLEN BAUTISTA ®  
BY: Robert Allen Bautista / agent  
Robert Allen Bautista / attorney-in-fact  
ROBERT ALLEN BAUTISTA®/principal

Witness Signature: \_\_\_\_\_

Name: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Name: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF TEXAS,  
COUNTY OF DALLAS

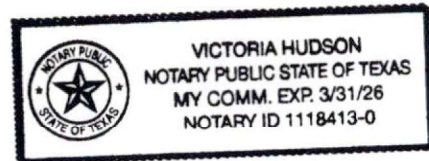
On Nov 7th 2024 before me, ROBERT ALLEN BAUTISTA ®, personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Victoria Hudson

Signature of Notary Public



(Notary Seal)

This document was prepared by:  
Robert Allen Bautista/agent

Notice to Person Accepting the Appointment as Attorney-in-Fact:

By acting or agreeing to act as the agent (attorney-in-fact) under this power of attorney you assume the fiduciary and other legal responsibilities of an agent. These responsibilities include:

1. The legal duty to act solely in the interest of the principal and to avoid conflicts of interest.
2. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.

You MAY transfer the principal's property to yourself without the need for full and adequate consideration and you may accept a gift of the principal's property. The only provision would be that the transferring of such property would need to be beneficial to the principal and agent.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the agent (attorney-in-fact) under the terms of this power of attorney.

Agent attests this document to be signed on his behalf in the Nation of the Amnesty Coalition:

Date: NOVEMBER 27, 2024

Signed: WITHOUT RECOURSE WITHOUT PREJUDICE  
PAY TO THE ORDER OF ROBERT ALLEN BAUTISTA @  
BY: Robert Allen Bautista /agent  
Robert Allen Bautista /attorney-in-fact  
Robert Allen Bautista/agent



## Digital Assets Memorandum

NOTE TO PRINCIPAL AND DIGITAL AGENT(S): This Digital Assets Memorandum should be separated from the rest of the power of attorney and be kept accessible only to the Principal and the Digital Agent(s), as this may contain sensitive and confidential information. This memorandum may be updated by the Principal from time to time.

### Name of Digital Agent and Each Digital Asset

#### Digital Agent(s):

Name of Digital Agent: Robert Allen Bautista

Address: 400 N ERVAY ST 131385

City: DALLAS

State: TEXAS 75313

Phone Number: 702-501-9639

#### Digital Devices:

Name of Digital Asset: All digital devices such as computers, cell phones, etc.

#### Email Accounts:

Name of Digital Asset: All email accounts: Gmail, Hotmail, whiterabbitconsortium.org, etc.

#### Social Networking Accounts:

Name of Digital Asset: All social media accounts: YouTube, Google, Facebook, TikTok, Instagram, LinkedIn, etc.

#### Online Bank Accounts:

Name of Digital Asset: All online bank accounts: Chase, Amegy Bank, PNC Bank, Capital One, Goldman Sachs, Comenity Bank, etc.

#### Online Media Accounts:

Name of Digital Asset: All online media accounts: Spotify, Soundcloud, Apple Music etc.

#### Other Digital Assets:

Name of Digital Asset: Absolutely all digital assets: Steam, Online Phone Systems, etc.

# **Exhibit 1-K**



160<sup>TH</sup> JUDICIAL DISTRICT COURT  
GEORGE L. ALLEN COURTS BUILDING  
600 COMMERCE STREET  
DALLAS, TEXAS 75202-4604  
214-653-7273

11/18/2024

ROBERT ALLEN BAUTISTA  
PO BOX 131385  
DALLAS TX 75313-1385

DC-24-18868

ROBERT ALLEN BAUTISTA vs. CAPITAL ONE FINANCIAL CORPORATION, et al

**DISMISSAL HEARING NOTICE – BY SUBMISSION**

The above case is set for dismissal for want of prosecution **BY SUBMISSION on 12/31/2024 at 3:00 PM.** in the 160<sup>th</sup> District Court, Dallas County, Texas.

If you have perfected service and no answer has been filed, you must have moved for or have proved up a default judgment on or prior to the above date. Failure to do so prior to dismissal hearing will automatically result in the dismissal of the case on the above date and time and place.

If you have not perfected service on all parties prior to said dismissal date, you must **APPEAR BY SUBMISSION FOR THE DISMISSAL HEARING.** During said hearing you will have the opportunity to show by way of verified motion, good cause for maintaining the case on the docket. The court **SHALL** dismiss for Want of Prosecution unless there is a showing of good cause.

Sincerely

/s/ Nicholas Zaragoza  
Nicholas Zaragoza,  
Court Coordinator

# **Exhibit 1-L**



## ORDER OF DEFAULT JUDGMENT

On this day, Plaintiff ROBERT ALLEN BAUTISTA®/ATTORNEY-IN-FACT, having filed a Petition for Fair Access to Financial Services, Securities Fraud, and Misrepresentation, came before the Court on the motion for default judgment against Defendants Capital One Financial Corporation, Capital One, National Association, and Capital One Services, LLC. After review of the court record, the applicable law, and the evidence presented, the Court finds as follows:

### FINDINGS OF FACT

1. **Service of Process:** Plaintiff has properly served the Defendants with a copy of the Petition in accordance with the Texas Rules of Civil Procedure.
2. **Failure to Respond:** Defendants have failed to file an answer, motion, or any responsive pleading within the time required by law. No appearance has been made by or on behalf of Defendants.
3. **Notice:** Plaintiff has properly notified Defendants of the lawsuit and the request for default judgment.
4. **Jurisdiction and Venue:** The Court has jurisdiction over this matter, and venue is proper in Dallas County, Texas.
5. **Default Judgment:** Pursuant to Texas Rule of Civil Procedure 239, the Defendants' failure to answer or respond to Plaintiff's Petition constitutes an admission of the allegations contained therein, and Plaintiff is entitled to a default judgment.

### CONCLUSIONS OF LAW

1. **Default Judgment:** The Defendants' failure to respond to the Plaintiff's Petition is grounds for a default judgment under Texas Rule of Civil Procedure 239 and 241.
2. **Relief Sought:** Plaintiff seeks the following relief, which the Court finds appropriate based on the allegations set forth in the Petition:
  - a. **Zeroing of Account Balances:** The Court finds that Defendants have acted unlawfully in their treatment of Plaintiff's accounts and, therefore, orders that all account balances for accounts held in the name of Plaintiff or his principal be immediately zeroed out.
  - b. **Damages:** Plaintiff is awarded the following types of damages, which are quantified based on the various statutes under which Defendants have violated Plaintiff's rights:
    - Under the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq.:
      - Actual damages for financial losses and emotional distress caused by Defendants' inaccurate reporting and failure to comply with credit reporting standards.
      - Statutory damages of \$1,000 for each violation of the FCRA.
      - Punitive damages to be awarded in an amount to be determined by the Court, not exceeding \$100,000, for willful violations of the FCRA.

- Under the Fair and Accurate Credit Transactions Act (FACTA), 15 U.S.C. § 1681c:
  - Statutory damages of up to \$1,000 per violation.
  - Punitive damages for willful violations, as determined by the Court.
- Under the Equal Credit Opportunity Act (ECOA), 15 U.S.C. § 1691 et seq.:
  - Actual damages for harm caused by discriminatory lending practices, including the inability to access credit.
  - Statutory damages of up to \$10,000.
  - Punitive damages for willful discrimination, to be determined by the Court, in an amount up to \$100,000.
- Under the Fair Housing Act (FHA), 42 U.S.C. § 3601 et seq.:
  - Actual damages for financial and emotional distress caused by discriminatory housing or lending practices.
  - Punitive damages of up to \$50,000 for individual violations, or \$100,000 for violations involving more than one person.
  - Statutory damages, as appropriate.
- Under the Texas Fair Lending Act, Texas Finance Code § 343.001:
  - Actual damages caused by violations of Texas Fair Lending laws.
  - Statutory damages as determined by the Court for discriminatory or predatory lending.
- Under the Texas Securities Act, Tex. Rev. Civ. Stat. Ann. art. 581-1 et seq.:
  - Actual damages for losses resulting from fraudulent or misleading securities transactions.
  - Treble damages of three times the actual damages as allowed under the Texas Securities Act.
- Under the Securities Exchange Act of 1934, 15 U.S.C. § 78j(b):
  - Actual damages for fraud in securities trading or transactions.
  - Punitive damages, as determined by the Court.
- Under the Texas Deceptive Trade Practices Act (DTPA), Texas Business and Commerce Code § 17.41 et seq.:
  - Actual damages for harm caused by deceptive trade practices, including financial loss.
  - Statutory damages up to three times the actual damages (treble damages) for willful violations.
  - Punitive damages, as determined by the Court, if applicable.

c. **Attorney's Fees and Court Costs:** Plaintiff is awarded \$1,000 in reasonable attorney's fees and court costs for the prosecution of this case.

d. **Cease and Desist from Fees:** Defendants are ordered to cease and desist from assessing any fees on Plaintiff's accounts, including but not limited to late fees, annual fees, or any other charges. Additionally, Defendants are ordered to refund any such fees previously assessed to Plaintiff's accounts.

**ORDER**

It is therefore **ORDERED, ADJUDGED, and DECREED** that:

1. **Default Judgment** is hereby rendered in favor of Plaintiff **ROBERT ALLEN BAUTISTA@/ATTORNEY-IN-FACT** and against Defendants **Capital One Financial Corporation, Capital One, National Association, and Capital One Services, LLC**.
2. Defendants are ordered to immediately zero out the account balances for any accounts in the name of Plaintiff or his principal, including all outstanding charges, balances, or debts associated with said accounts.
3. Plaintiff is awarded \$100,000 in damages for emotional distress, financial loss, and damage to creditworthiness resulting from Defendants' unlawful actions, in addition to the damages specified under each applicable statute as outlined above.
4. Defendants are hereby ordered to continue providing banking services to Plaintiff, including but not limited to the continued provision of access to financial services, credit, and account maintenance, without undue delay or restriction.
5. Defendants are ordered to cease and desist from assessing any fees on Plaintiff's accounts, including but not limited to late fees, annual fees, or any other charges. Furthermore, Defendants must refund any such fees previously assessed to Plaintiff's accounts.
6. Plaintiff is awarded \$1,000 in reasonable attorney's fees and court costs for the prosecution of this case.
7. Any other relief that this Court deems just and proper, including injunctive relief and enforcement of this judgment, is hereby **GRANTED**.

This is a final judgment in this case, and no further action or response from Defendants is required.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

**HONORABLE AIESHA REDMOND**  
District Court Judge  
Dallas County, Texas



---

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Order of Default Judgment was sent to the following parties on the 1<sup>ST</sup> day of NOVEMBER, 2024:

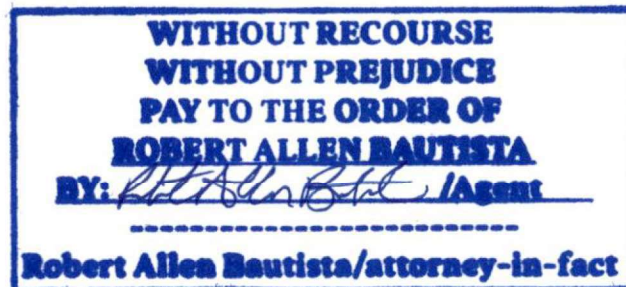
- Capital One Financial Corporation  
1680 Capital One Dr., McLean, VA 22102-3407
- Capital One, National Association  
1680 Capital One Dr., McLean, VA 22102-3407
- Capital One Services, LLC  
1680 Capital One Dr., McLean, VA 22102-3407

[Plaintiff's Signature]

ROBERT ALLEN BAUTISTA®/ATTORNEY-IN-FACT  
PO BOX 131385  
DALLAS, TX 75313-1385  
RBRTBTST16@GMAIL.COM  
702-501-9639

---

This order concludes the default judgment process in favor of the Plaintiff.





**IN THE DISTRICT COURT OF DALLAS COUNTY, TEXAS**

---

**ROBERT ALLEN BAUTISTA®/ATTORNEY-IN-FACT**  
**Plaintiff,**

**v.**

**CAPITAL ONE FINANCIAL CORPORATION**  
**CAPITAL ONE, NATIONAL ASSOCIATION**  
**CAPITAL ONE SERVICES, LLC**  
**Defendants.**

---

**CIVIL ACTION NO. DC-24-18868**

# **Exhibit 1-M**

**CAUSE NO. DC-24-18868**

ROBERT ALLEN BAUTISTA,	§	IN THE DISTRICT COURT OF
	§	
Plaintiff	§	
	§	
v.	§	160th DISTRICT COURT
	§	
	§	
CAPITAL ONE FINANCIAL	§	
CORPORATION 878185453;	§	
CAPITAL ONE, NATIONAL	§	
ASSOCIATION 006947543; and	§	
CAPITAL ONE SERVICES, LLC	§	
837630326	§	
	§	
Defendants.	§	DALLAS COUNTY, TEXAS

**DEFENDANT CAPITAL ONE, N.A.'S ANSWER**

**TO THE HONORABLE JUDGE OF THE COURT AND ALL PARTIES:**

COMES NOW, Defendant CAPITAL ONE, N.A. (erroneously sued as “Capital One Financial Corporation 87818543,” “Capital One, National Association 006947543,” and “Capital One Services, LLC 837630326”) (hereinafter “Capital One”) in the above entitled and numbered cause and in accordance with the Texas Rules of Civil Procedure files this Answer (“Answer”) to Plaintiff ROBERT ALLEN BAUTISTA’s (“Plaintiff”) Petition For Fair Access to Financial Services, Securities Fraud, and Misrepresentation (“Petition”) and shows the Court as follows:

**I.**

**GENERAL DENIAL**

As permitted under the Texas Rules of Civil Procedure section 502.5(b), Capital One generally denies all of the allegations contained in the Petition, which does not bar Capital One from raising any defenses at trial.

## **II.**

### **AFFIRMATIVE DEFENSES**

As permitted under the Texas Rules of Civil Procedure, without waiving and subject to the foregoing General Denial, Capital One further pleads the affirmative defenses as follows:

#### **FIRST AFFIRMATIVE DEFENSE**

##### **(Failure to State a Claim)**

1. The Petition and each and every allegation contained therein fails to state a claim upon which relief can be granted.

#### **SECOND AFFIRMATIVE DEFENSE**

##### **(Compliance with Laws, Statutes and Regulations)**

2. Capital One is informed and believes, and on that basis alleges that it has complied with all applicable state and federal laws, statutes and regulations, and therefore cannot be held liable for any alleged damages suffered by Plaintiff.

#### **THIRD AFFIRMATIVE DEFENSE**

##### **(Acts of Third Parties)**

3. Without waiver of any of the denials contained herein, Capital One asserts that, if Plaintiff sustained any damages, which Capital One denies, such damages were proximately caused by the acts or omissions of other persons, firms, or corporations.

#### **FOURTH AFFIRMATIVE DEFENSE**

##### **(Plaintiff's Own Conduct)**

4. Damages or injuries, if any, suffered by Plaintiff are attributable to Plaintiff's own conduct, deeds, acts, words and omissions, and not to any conduct, deeds, acts, words or omissions of Capital One.

#### **FIFTH AFFIRMATIVE DEFENSE**

##### **(Failure to Mitigate)**

5. Plaintiff has failed to mitigate his damages, if any.



**SIXTH AFFIRMATIVE DEFENSE**

**(No Attorneys' Fees)**

6. Plaintiff is entitled to no attorneys' fees.

**SEVENTH AFFIRMATIVE DEFENSE**

**(Excuse, Waiver and Discharge)**

7. Capital One alleges that it has performed all conditions, covenants, and obligations imposed upon him as to Plaintiff, if any, with the exception of those conditions, covenants and obligations which have been excused, waived or discharged by Plaintiff's conduct.

**EIGHTH AFFIRMATIVE DEFENSE**

**(Prior Breach)**

8. Plaintiff is barred from any legal or equitable relief under each of the purported causes of action in the Petition, by virtue of his prior breach of the alleged agreements, if any.

**NINTH AFFIRMATIVE DEFENSE**

**(Offset)**

9. Plaintiff is barred from any legal or equitable relief under each of the purported causes of action in the Petition, to the extent Capital One has offsetting claim(s).

**TENTH AFFIRMATIVE DEFENSE**

**(Consent)**

10. The Petition is barred by Plaintiff's consent.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(Good Faith and Fair Dealing)**

11. Plaintiff breached his covenant of good faith and fair dealing. To the extent any liability is held against Capital One, Capital One is entitled to a set-off against such liability by the damages to Capital One caused by said conduct.

**TWELFTH AFFIRMATIVE DEFENSE**

**(Unclean Hands)**

12. Plaintiff is barred from obtaining any recovery on the allegations in the Petition by the doctrine of unclean hands.

**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Justifiable Conduct)**

13. Capital One's alleged conduct, if any, was justified under the circumstances.

**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Good Faith)**

14. Capital One alleges that all of its acts and/or omissions, if any, including any oral or written statements made by it, if any, were true statements of fact or honest expressions of opinion, made in good faith and without malice.

**FIFTEENTH AFFIRMATIVE DEFENSE**

**(Ratification)**

15. The Petition is barred by the conduct, actions, and inactions of Plaintiff under the doctrine of ratification.

**SIXTHTEENTH AFFIRMATIVE DEFENSE**

**(Estoppel & Waiver)**

16. Plaintiff's claims are barred, in whole or in part, by the conduct, actions, and inactions of Plaintiff, which amount to and constitute a waiver of any right or rights Plaintiff may or might have in relation to the matters alleged in the Petition.

**SEVENTEETH AFFIRMATIVE DEFENSE**

**(No Damages)**

17. The Petition is barred, in whole or in part, because Plaintiff suffered no injury as a result of any act of Capital One, if any.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

**(Contribution)**

18. Although Capital One denies that Plaintiff has suffered any damages, to the extent that damages have been suffered, independent third parties or their agents owe contribution for any damages alleged to have been suffered by Plaintiff.

**NINETEENTH AFFIRMATIVE DEFENSE**

**(Not Knowing/Willful/Intentional)**

19. The Petition is barred, in whole or in part, on the grounds that Capital One's conduct, if any, was not knowing, willful, or intentional.

**TWENTIETH AFFIRMATIVE DEFENSE**

**(No Duty/No Breach)**

20. Capital One alleges that it breached no duty and/or obligation arguably owed to Plaintiff, if any, under applicable law.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

**(Performance)**

21. Plaintiff is barred from recovery because Capital One sufficiently performed any and all duties and obligations it owed to Plaintiff, if any.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

**(Lack of Standing)**

22. The Petition is barred because Plaintiff lacks standing to bring or maintain the claims set forth in the Petition.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

**(Reservation of Rights)**

23. Capital One alleges that it may have additional defenses or claims available to it of which it is not now aware. Capital One reserves the right to assert additional defenses or cross-

claims, counterclaims, or third-party claims as may be revealed to be appropriate through discovery or otherwise.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

**(Res Judicata)**

24. Capital One alleges that the Petition, including each purported cause of action and each claim for relief contained therein, is barred by the doctrine of *res judicata*.

WHEREFORE, Defendant Capital One respectfully requests that upon final disposition of this case that the Plaintiff takes nothing by reason of his allegations against Capital One and that the Court grant Capital One such other and further relief, at law or in equity, as may be necessary and appropriate under the circumstances.

Dated: November 22, 2024

Respectfully submitted,

By: s/David Herrold

David H. Herrold  
Texas State Bar No. 24107029  
BURKE BOGDANOWICZ PLLC  
1201 Elm Street, Suite 4000  
Dallas, Texas 75270  
Tel. (214) 473-5985  
E-mail: [dherrold@burkebog.com](mailto:dherrold@burkebog.com)

**Attorney for the Defendant,  
Capital One, N.A. (erroneously sued as “Capital  
One Financial Corporation 878185453,”  
“Capital One, National Association 006947543,”  
and “Capital One Services, LLC 837630326”)**



CERTIFICATE OF SERVICE

The undersigned hereby certifies that he caused a true and correct copy of the foregoing instrument to be filed with this Court through e-File and served a copy on the *pro se* Plaintiff by depositing the same into the U.S. Mails, all postage prepaid, addressed to:

“Robert Allen Bautista/Attorney-in Fact”

P.O. Box 131385

Dallas, Texas 75313-1385

s/David Herrold

**Automated Certificate of eService**

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Melinda Goens on behalf of David Herrold

Bar No. 24107029

mgoens@burkebog.com

Envelope ID: 94620965

Filing Code Description: Original Answer - General Denial

Filing Description: DEFENDANT CAPITAL ONE, N.A.'S

Status as of 11/25/2024 9:49 AM CST

Associated Case Party: ROBERTALLENBAUTISTA

Name	BarNumber	Email	TimestampSubmitted	Status
ROBERT ALLENBAUTISTA		RBRTBTST16@GMAIL.COM	11/22/2024 1:53:29 PM	SENT

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Vikki Colvin-Gray		vcolvin@burkebog.com	11/22/2024 1:53:29 PM	SENT
Melinda Goens		mgoens@burkebog.com	11/22/2024 1:53:29 PM	SENT
Vivian Herrera		vherrera@burkebog.com	11/22/2024 1:53:29 PM	SENT
David H. Herrold		dherrold@burkebog.com	11/22/2024 1:53:29 PM	SENT
J. Collin Spring		jspring@burkebog.com	11/22/2024 1:53:29 PM	SENT
Bailey Willett		bwillett@burkebog.com	11/22/2024 1:53:29 PM	SENT

# **Exhibit 1-N**

IN THE DISTRICT COURT OF DALLAS COUNTY, TEXAS

CAUSE NO. DC-24-18868  
ROBERT ALLEN BAUTISTA®,  
Plaintiff,

v.

CAPITAL ONE FINANCIAL CORPORATION 878185453;  
CAPITAL ONE, NATIONAL ASSOCIATION 006947543;  
CAPITAL ONE SERVICES, LLC 837630326  
Defendants.

160th DISTRICT COURT  
DALLAS COUNTY, TEXAS



PLAINTIFF'S MOTION TO COMPEL DISCOVERY

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, ROBERT ALLEN BAUTISTA (hereinafter "Plaintiff"), and respectfully files this Motion to Compel Discovery against Capital One Financial Corporation, Capital One, National Association, and Capital One Services, LLC (hereinafter "Defendants") pursuant to Rule 176 of the Texas Rules of Civil Procedure. In support of this motion, Plaintiff respectfully shows the Court as follows:

I. INTRODUCTION

Plaintiff has diligently attempted to obtain critical discovery documents from Defendants, but despite the time that has passed, Defendants have failed to provide the requested documentation or have provided inadequate or incomplete responses. In particular, Plaintiff has requested GAAP (Generally Accepted Accounting Principles) financial statements, detailed account information, files related to Plaintiff's principal, ROBERT ALLEN BAUTISTA®, original security collateral for any accounts opened in the name of the principal, and any and all contracts related to the opening and maintenance of those accounts. These documents are critical to Plaintiff's claims regarding unlawful and discriminatory practices, fraudulent transactions, and violations of financial and consumer protection laws.

Due to the slow or inadequate responses to discovery requests, Plaintiff is now compelled to seek the Court's intervention to enforce the production of these essential documents. The requested discovery is vital to substantiate Plaintiff's claims and to move this case forward.

II. BACKGROUND

1. On 09/20/2024, Plaintiff served Defendants with a series of Requests for Production of Documents, including requests for:
  - GAAP-compliant financial statements related to Plaintiff's accounts and those of his principal, ROBERT ALLEN BAUTISTA®.
  - Complete account information for all accounts held in Plaintiff's name or associated with Plaintiff or his principal.
  - All files and documents related to ROBERT ALLEN BAUTISTA®, the principal.
  - The original security collateral for the opening of any accounts in the name of Robert Allen Bautista.



- Any and all contracts related to the opening, maintenance, and management of these accounts.
- 2. Despite the passage of time and Plaintiff's efforts to communicate with Defendants informally, as of the date of this motion, Defendants have failed to provide adequate responses or any documents responsive to the requests. In some instances, Defendants have provided vague or incomplete responses, with essential documents still not being produced.
- 3. Plaintiff has made multiple inquiries about the status of these requests and has given Defendants additional time to comply. However, Defendants' delay in responding is unjustifiable and impedes Plaintiff's ability to prepare for trial.

### III. ARGUMENT AND AUTHORITIES

#### A. Defendants Are Required to Provide Full and Complete Responses

Under the Texas Rules of Civil Procedure, parties are obligated to produce documents that are within their possession, custody, or control in response to discovery requests. Specifically, Rule 192.3(a) of the Texas Rules mandates that a party must provide all documents responsive to discovery requests within the prescribed time limits.

The requested documents—GAAP-compliant financial statements, account information, files related to ROBERT ALLEN BAUTISTA®, the original security collateral, and contracts related to the accounts—are all critical to Plaintiff's claims. Defendants' failure to provide these documents is in violation of their discovery obligations, and Plaintiff is now forced to seek the Court's intervention.

#### B. The Court Has the Authority to Compel Discovery

Pursuant to Rule 215.1(b) of the Texas Rules of Civil Procedure, the Court has the authority to compel a party to provide discovery if that party fails to comply with the applicable discovery rules. In this case, Defendants have failed to meet their obligations, and Plaintiff has made good-faith efforts to resolve the matter without judicial intervention.

Accordingly, Plaintiff respectfully requests that the Court issue an order compelling Defendants to produce the following documents:

1. GAAP-compliant financial statements for any accounts held in Plaintiff's name or associated with his principal, ROBERT ALLEN BAUTISTA®.
2. Complete account information, including balances, fees, charges, interest rates, and transaction histories for all accounts associated with Plaintiff or his principal.
3. All files and documents related to ROBERT ALLEN BAUTISTA®, including any records or communications that pertain to accounts opened or maintained by Plaintiff or his principal.
4. The original security collateral for any accounts opened in the name of ROBERT ALLEN BAUTISTA®.
5. Any and all contracts associated with the opening, maintenance, and management of any accounts associated with Plaintiff or his principal.

#### C. The Discovery Is Critical for Plaintiff's Case

The requested documents are essential to Plaintiff's case, as they will provide evidence of the unlawful and discriminatory practices that Defendants are alleged to have engaged in. These documents are necessary to substantiate Plaintiff's claims for financial harm, inflated fees, and violations under various laws, including the Fair Credit Reporting Act (FCRA), Equal Credit Opportunity Act (ECOA), Fair and Accurate Credit Transactions Act (FACTA), Texas Fair Lending Act, Texas Securities Act, and the Texas Deceptive Trade Practices Act (DTPA).

Plaintiff is entitled to these documents in order to support his claims for actual, statutory, and punitive damages, and to move forward with discovery and trial preparations.

#### IV. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that the Court:

1. Compel Defendants to produce the requested documents, including but not limited to GAAP-compliant financial statements, account information, files related to Robert Allen Bautista, the original security collateral for the opening of any accounts held in the name of the principal, and any and all contracts related to the opening, maintenance, and management of those accounts.
2. Award Plaintiff any additional relief the Court deems appropriate, including costs associated with this motion and reasonable attorney's fees as permitted by law.
3. Grant such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,

/s/ Robert Allen Bautista/ATTORNEY-IN-FACT

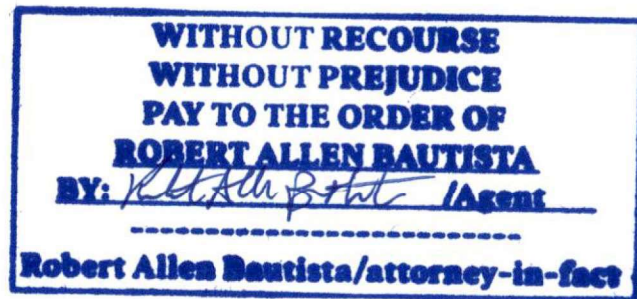
ROBERT ALLEN BAUTISTA®

Plaintiff, Pro Se

P.O. Box 131385

Dallas, Texas 75313-1385

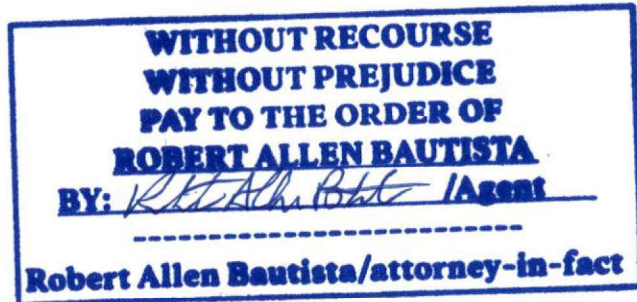
Email: RBRTBTST16@gmail.com



Certificate of Service

I hereby certify that a true and correct copy of this document was served upon Defendant's counsel via EMAIL on 11/25/2024.

/s/ Robert Allen Bautista  
Plaintiff, Pro Se



# Exhibit 1-O



IN THE DISTRICT COURT OF DALLAS COUNTY, TEXAS

CAUSE NO. DC-24-18868

ROBERT ALLEN BAUTISTA®,

Plaintiff,

v.

CAPITAL ONE FINANCIAL CORPORATION 878185453;

CAPITAL ONE, NATIONAL ASSOCIATION 006947543;

CAPITAL ONE SERVICES, LLC 837630326

Defendants.

160th DISTRICT COURT  
DALLAS COUNTY, TEXAS



**PLAINTIFF'S REPLY TO DEFENDANT CAPITAL ONE, ET AL.'S ANSWER**

TO THE HONORABLE JUDGE OF SAID COURT AND ALL PARTIES:

COMES NOW, **ROBERT ALLEN BAUTISTA®** (hereinafter "Plaintiff"), and respectfully submits this **Reply to Defendant Capital One, N.A.'s Answer** to Plaintiff's Petition for Fair Access to Financial Services, Securities Fraud, and Misrepresentation and shows the Court as follows:

---

**I. RESPONSE TO GENERAL DENIAL**

1. **Plaintiff denies Defendant's general denial** of the allegations in the Petition. Plaintiff asserts that the claims contained in the Petition are well-founded and adequately plead violations of both **federal and state laws**, including but not limited to the **Equal Credit Opportunity Act (ECOA)**, the **Fair Credit Reporting Act (FCRA)**, the **Fair and Accurate Credit Transactions Act (FACTA)**, the **Texas Fair Lending Act**, the **Texas Securities Act**, and the **Texas Deceptive Trade Practices Act (DTPA)**. These claims have sufficient legal and factual support and should proceed to trial for full adjudication.

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**II. RESPONSE TO AFFIRMATIVE DEFENSES**

**First Affirmative Defense (Failure to State a Claim)**

2. **Plaintiff maintains that the Petition adequately states claims upon which relief can be granted.** The factual allegations detailed in the Petition clearly support violations of consumer protection statutes and lending regulations. Plaintiff alleges that Defendant Capital One's actions have caused harm through discriminatory lending practices, incorrect credit reporting, and deceptive practices, which are actionable under the **ECOA**, **FCRA**, **FACTA**, **Texas Fair Lending Act**, and **DTPA**. Plaintiff has stated a claim for each cause of action, and Defendant's affirmative defense of failure to state a claim is without merit.

**Second Affirmative Defense (Compliance with Laws, Statutes, and Regulations)**

3. **Plaintiff disputes Defendant's assertion that it has complied with applicable laws and regulations.** The actions described in the Petition demonstrate multiple violations of consumer protection laws. Specifically, **Capital One has violated the ECOA, FCRA, and FACTA** by

failing to provide clear and accurate reasons for loan denials, improperly reporting Plaintiff's credit history, and engaging in discriminatory and unfair lending practices. Plaintiff asserts that Defendant's conduct was in direct violation of the laws it claims to have complied with.

**Third Affirmative Defense (Acts of Third Parties)**

4. **Plaintiff denies that any damages were caused by third parties or other persons unrelated to Defendant's conduct.** Plaintiff has sufficiently demonstrated that the damages sustained were the result of Defendant's actions, including discriminatory lending practices, inaccurate credit reporting, and failure to comply with relevant financial regulations. Therefore, Plaintiff asserts that Defendant is solely responsible for the harm alleged in the Petition.

**Fourth Affirmative Defense (Plaintiff's Own Conduct)**

5. **Plaintiff denies that his own conduct caused any damages.** Plaintiff has at all times acted within his rights as a consumer and as a borrower. The harm suffered was caused by Defendant's illegal conduct, not by Plaintiff's actions. Plaintiff asserts that the denial of credit and the erroneous reporting of Plaintiff's credit history were the result of Defendant's wrongful acts.

**Fifth Affirmative Defense (Failure to Mitigate)**

6. **Plaintiff denies that he failed to mitigate damages.** Plaintiff took appropriate and reasonable steps to remedy the harm caused by Defendant's actions. Defendant's wrongful actions, including the improper denial of credit and inaccurate credit reporting, directly caused Plaintiff's damages, and there was no further action that Plaintiff could have taken to mitigate these damages.

**Sixth Affirmative Defense (No Attorneys' Fees)**

7. **Plaintiff maintains that he is entitled to attorneys' fees,** as provided for under applicable consumer protection statutes, including the **Texas Deceptive Trade Practices Act (DTPA)** and **Fair Credit Reporting Act (FCRA)**, which provide for the recovery of attorney's fees in successful actions. Plaintiff is entitled to recover reasonable attorney's fees if he prevails on his claims.

**Seventh Affirmative Defense (Excuse, Waiver, and Discharge)**

8. **Plaintiff denies that any waiver, discharge, or excuse applies to his claims.** There is no valid defense based on waiver, discharge, or Plaintiff's conduct that would bar his claims for relief.

**Eighth Affirmative Defense (Prior Breach)**

9. **Plaintiff denies any prior breach of agreements.** Defendant's affirmative defense of prior breach is unsupported by any facts in the record and does not absolve Capital One of its responsibility for unlawful conduct, including discriminatory practices, inaccurate reporting, and failure to comply with the **Fair Lending Act** and other applicable statutes.

**Ninth Affirmative Defense (Offset)**

10. **Plaintiff denies that any offsetting claims exist** that would reduce Defendant's liability. Plaintiff's claims are based on Defendant's wrongful actions, and there are no valid offsets to Plaintiff's recovery.

**Tenth Affirmative Defense (Consent)**



11. **Plaintiff denies that his claims are barred by consent.** Plaintiff did not consent to the discriminatory practices, unfair lending terms, or improper credit reporting practices described in the Petition. Therefore, this affirmative defense is not applicable.

**Eleventh Affirmative Defense (Good Faith and Fair Dealing)**

12. **Plaintiff denies that he breached any covenant of good faith and fair dealing.** Defendant's conduct, including failing to comply with applicable laws and engaging in discriminatory lending practices, was contrary to the duty of good faith and fair dealing.

**Twelfth Affirmative Defense (Unclean Hands)**

13. **Plaintiff denies that the doctrine of unclean hands applies to his claims.** Defendant's wrongful actions, including discriminatory lending and improper credit reporting, have caused harm to Plaintiff, and Plaintiff is entitled to seek redress for these unlawful actions.

**Thirteenth Affirmative Defense (Justifiable Conduct)**

14. **Plaintiff denies that Defendant's actions were justified under the circumstances.** The actions alleged in the Petition—discriminatory practices, failure to report credit accurately, and non-compliance with applicable consumer protection laws—are not justifiable.

**Fourteenth Affirmative Defense (Good Faith)**

15. **Plaintiff asserts that Defendant's conduct was willful and knowing,** particularly in light of the repeated violations of consumer protection laws and the negative impact on Plaintiff's financial well-being.

**Fifteenth Affirmative Defense (Ratification)**

16. **Plaintiff denies that his actions ratified Defendant's wrongful conduct.** There is no basis for the application of the doctrine of ratification. Plaintiff did not ratify any conduct that violated his rights.

**Sixteenth Affirmative Defense (Waiver)**

17. **Plaintiff denies any waiver of rights.** Plaintiff's rights to fair access to financial services, non-discriminatory treatment, and accurate credit reporting remain intact, and there has been no waiver of these rights.

**Seventeenth Affirmative Defense (No Damages)**

18. **Plaintiff asserts that he has suffered actual and significant damages** as a result of Defendant's conduct. The damages include economic loss, harm to his creditworthiness, and emotional distress.

**Eighteenth Affirmative Defense (Contribution)**

19. **Plaintiff denies that any third parties are responsible for damages.** The actions alleged in the Petition were caused directly by Defendant's conduct.

**Nineteenth Affirmative Defense (Not Knowing/Willful)**

20. **Plaintiff asserts that Defendant's conduct was willful and knowing**, particularly in light of the repeated violations of consumer protection laws and the negative impact on Plaintiff's financial well-being.

**Twentieth Affirmative Defense (No Duty/Breach)**

21. **Plaintiff asserts that Defendant owed a duty to comply with applicable laws** and failed to meet these obligations, including under the ECOA, FCRA, and FACTA. Defendant is in breach of this duty.

**Twenty-First Affirmative Defense (Performance)**

22. **Plaintiff denies that Capital One sufficiently performed any duties owed to Plaintiff.** Defendant's failure to comply with the relevant consumer protection laws constitutes a breach of its obligations.

**Twenty-Second Affirmative Defense (Lack of Standing)**

23. **Plaintiff asserts that he has standing** to bring this action. As a PRINCIPAL ON THE ACCOUNT, consumer and borrower, Plaintiff is directly affected by Defendant's actions and has the legal standing to seek redress.

**Twenty-Third Affirmative Defense (Reservation of Rights)**

24. **Plaintiff reserves the right to amend and supplement his claims** as additional information is uncovered during discovery.

**Twenty-Fourth Affirmative Defense (Res Judicata)**

25. **Plaintiff denies that res judicata applies** to this case. There is no prior judgment that bars the claims raised in the Petition.

---

**III. RESPONSE TO SPECIFIC RELIEF SOUGHT**

**a. Zeroing of Account Balances**

Plaintiff requests that all account balances for accounts held in Plaintiff's name be immediately zeroed out due to the unlawful and discriminatory treatment Defendants have inflicted. This includes any accounts opened by or associated with Plaintiff or his principal, wherein Defendants' actions have unlawfully caused financial harm through inflated fees, charges, or interest rates.

**b. Damages**

Plaintiff is entitled to the following types of damages:

- **FCRA Damages:**
  - Actual damages for financial losses and emotional distress caused by Defendants' inaccurate credit reporting practices.
  - Statutory damages of \$1,000 for each violation of the FCRA.



- Punitive damages, to be determined by the Court, but no greater than \$100,000 for willful violations of the FCRA.
- **FACTA Damages:**
  - Statutory damages of up to \$1,000 per violation.
  - Punitive damages for willful violations, as determined by the Court.
- **ECOA Damages:**
  - Actual damages for harm caused by discriminatory practices, including harm to Plaintiff's ability to obtain credit.
  - Statutory damages of up to \$10,000.
  - Punitive damages for willful discrimination, to be determined by the Court, in an amount up to \$100,000.
- **Texas Fair Lending Act Damages:**
  - Actual damages caused by Defendants' violations of Texas fair lending laws.
  - Statutory damages as determined by the Court.
- **Texas Securities Act and Securities Exchange Act Damages:**
  - Actual damages for financial loss as a result of fraudulent or misleading securities transactions.
  - Treble damages under the Texas Securities Act.
- **DTPA Damages:**
  - Actual damages for harm caused by deceptive practices.
  - Statutory damages up to three times the actual damages (treble damages).
  - Punitive damages, as determined by the Court.

**c. Attorney's Fees and Court Costs**

Plaintiff seeks reasonable attorney's fees and court costs, amounting to \$1,000, for the prosecution of this action, as permitted under applicable statutes.

**d. Cease and Desist from Fees**

Plaintiff further requests that Defendants cease and desist from assessing any fees on Plaintiff's accounts, including but not limited to late fees, annual fees, or any other charges that were wrongfully assessed. Defendants are also ordered to refund any fees previously assessed to Plaintiff's accounts.

**e. Order to Compel Discovery**

Plaintiff respectfully requests the Court to issue an order compelling Defendant Capital One, N.A. to provide complete and accurate responses to Plaintiff's discovery requests within the statutory time frame.

---

#### IV. PRAYER

WHEREFORE, Plaintiff respectfully requests that the Court:

1. Deny all affirmative defenses raised by Defendant Capital One, N.A.
2. Order Defendant to respond to Plaintiff's Petition for Fair Access to Financial Services, Securities Fraud, and Misrepresentation.
3. Award Plaintiff actual damages, consequential damages, attorney's fees, and all other appropriate relief, as well as any other relief that Plaintiff may be entitled to under the law.
4. Zero out all account balances for accounts held in Plaintiff's name as requested above.
5. Grant Plaintiff the requested damages for violations under the **FCRA, FACTA, ECOA, Texas Fair Lending Act, Texas Securities Act, and DTPA** as outlined.
6. Grant the order to compel Defendant to respond to discovery requests.
7. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

/s/ **Robert Allen Bautista/ATTORNEY-IN-FACT**

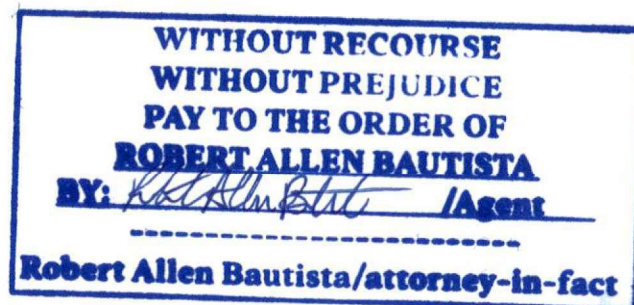
ROBERT ALLEN BAUTISTA®

Plaintiff, Pro Se

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Dallas, Texas 75313-1385

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**Certificate of Service**

I hereby certify that a true and correct copy of this document was served upon Defendant's counsel via EMAIL on 11/25/2024.

/s/ **Robert Allen Bautista**  
Plaintiff, Pro Se

